

Contract Summary Sheet

Contract (PO) Number: 26601

Specification Number: 97199

Name of Contractor: STANDARD PARKING CORPORATION 01

City Department: DEPT OF AVIATION

Title of Contract: MANAGEMENT OF PUBLIC PARKING FACILITIES AND GROUND
TRANSPORTATION AT CHICAGO O'HARE INTL AIRPORT, Spec#
97199

Term of Contract: Start Date: 7/1/2012

End Date: 6/30/2017

Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):
\$145,000,000.00

Brief Description of Work: MANAGEMENT OF PUBLIC PARKING FACILITIES AND
GROUND TRANSPORTATION AT CHICAGO O'HARE INTL
AIRPORT, Spec# 97199

Procurement Services Contract Area: PRO SERV-AVIATION

Please refer to the DPS website for Contact information under "Doing Business With The City".

Vendor Number: 1066093

Submission Date:

AUG 16 2012

Spec. No. 97199
P.O. No. 26601
Vendor No. 1066093D

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN**

**THE CITY OF CHICAGO
DEPARTMENT OF AVIATION**

AND

STANDARD PARKING CORPORATION



FOR

**MANAGEMENT OF PUBLIC PARKING AND GROUND TRANSPORTATION
FACILITIES AT CHICAGO O'HARE INTERNATIONAL AIRPORT**

**RAHM EMANUEL
MAYOR**

**Jamie L. Rhee
Chief Procurement Officer**

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ARTICLE 1. INTRODUCTION

This Contract is entered into as of the 1st day of July, 2012 ("Effective Date") by and between Standard Parking Corporation, a Delaware corporation ("Contractor"), and the City of Chicago, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its Department of Aviation ("City"), at Chicago, Illinois.

The Contractor warrants that it is ready, willing and able to perform as of the effective date of this Contract to the full satisfaction of the City.

NOW, THEREFORE, the City and the Contractor Agree as Follows:

ARTICLE 2. INCORPORATION OF EXHIBITS

The following attached Exhibits are made a part of this agreement:

- Exhibit 1: Scope of Services and Time Limits for Performance
 - Key Personnel and Organizational Chart
- Exhibit 2: Schedule of Compensation
- Exhibit 3: Special Conditions Regarding M/WBE Commitment
 - Affidavit of Joint Venture
 - Schedule C1: Letter of Intent to Perform as Subcontractor, Supplier and/or Contractor
 - Schedule D1: Affidavit of MBE/WBE Goal Implementation Plan
- Exhibit 4: On-line Certificate of Filing of Economic Disclosure Statement and Affidavit
- Exhibit 5: Insurance Requirements and Evidence of Insurance
- Exhibit 6: PLA Agreement
- Exhibit 7: Prevailing Wage Rates

ARTICLE 3. STANDARD TERMS AND CONDITIONS

3.1. General Provisions

3.1.1. Definitions

"Addendum" is an official revision of the Bid Documents issued by the Chief Procurement Office prior to Bid Opening Date.

"Airports" means Chicago O'Hare International Airport and Chicago Midway International Airport.

"Airside" means, generally, those areas of an Airport which requires a person to pass through a security checkpoint to access. References to "sterile areas" generally mean Airside areas within terminal buildings. References to "Airfield", "Aircraft Operations Area", "AOA", or "**Secured areas**" generally mean outdoor Airside areas or areas not accessible to passengers.

"Attachments" are all the exhibits and other documents attached to the Bid Documents and/or incorporated into the Contract by reference.

"Bid" is an offer made by a Bidder in response to an invitation for bids which includes a binding proposal to perform the Contract which the City may rely on and accept.

"Bidder" is a person, firm, or entity submitting a Bid in response to an invitation for bids. Once the Contract is awarded the Contractor shall assume that all references to a Bidder and such attendant obligations apply to the Contractor.

"Bid Opening Date" or "Proposal Due Date" is the date and time publicly advertised by the Chief Procurement Officer as the deadline for submission of Bids or Proposals.

"Bid Documents" or "RFP/RFQ Documents" means all the documents issued by the Chief Procurement Officer, or referenced by the Chief Procurement Officer as being available on the City's website and incorporated by such reference, in connection with an invitation for bids. Except for such Bid Documents as are posted on the City's website and incorporated by reference, all Bid Documents must be submitted by a bidder on the Bid Opening Date.

"Business Day" means business days (Monday through Friday, excluding legal holidays, or City shut-down days) in accordance with the City of Chicago business calendar.

"Calendar Day" means all calendar days in accordance with the world-wide accepted calendar.

"Chief Procurement Officer" abbreviated as "CPO" means the chief executive of the City's Department of Procurement Services ("DPS"), and any representative duly authorized in writing to act on the Chief Procurement Officer's behalf.

"City" means the City of Chicago, a municipal corporation and home rule government under Sections 1 and 6(a), Article VII, of the 1970 Constitution of the State of Illinois.

"Commissioner" means the chief executive of any City department that participates in this Contract (regardless of the actual title of such chief executive), and any representative duly authorized in writing to act on the Commissioner's behalf with respect to this Contract.

"Contact Person" means the Contractor's management level personnel who will work as liaison between the City and the Contractor and be available to respond to any problems that may arise in connection with Contractor's performance under the Contract.

"Contract" means, upon notice of award from the CPO, the contract consisting of all Bid Documents relating to a specific invitation for bids, and all amendments, modifications, or revisions made from time to time in accordance with the terms thereof. All such documents comprising the Contract are referred to as the "Contract Documents".

"Contractor" means the Bidder (person, firm, or entity) that is awarded the Contract by the CPO. Any references to the Bidder in the Contract Documents is understood to apply to the Contractor.

"Department" which may also be referred to as the using/user Department is the City Department which appears on the applicable Purchase Order Release for goods, work, or services provided under this Contract.

"Detailed Specifications" refers to the contract specific requirements that includes but is not limited to a detailed description of the scope, term, compensation, price escalation, and such other additional terms and conditions governing this specific performance of the Contract.

"Force Majeure Event" means an event beyond the reasonable control of a party to this Contract, which is limited to acts of God, explosion, acts of the public enemy, fires, floods, earthquakes, tornadoes, epidemics, quarantine restrictions, work stoppages not caused or unmitigated by the Contractor.

"Holidays" refers to the official City Holidays when the City is generally closed for business which includes: New Year's Day, Dr. Martin Luther King Jr.'s Birthday, Lincoln's Birthday, President's Day, Pulaski Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

"MCC" is the abbreviation for the Municipal Code of Chicago.

"Party" or collectively "Parties" refers to the entities that have entered into this Contract including the Contractor and the City.

"Purchase Order" means a written purchase order from a Department referencing this Contract. Purchase Orders may also be referred to as "Blanket Releases".

"Services" refers to all work, services, and materials whether ancillary or as required by the Detailed Specifications that Contractor provides in performance of its obligations under this Contract.

"Specification" means the Bid Documents, including but not limited to the Detailed Specifications.

"Subcontractor" means any person or entity with whom the Contractor contracts to provide any part of the goods, services or work to be provided by Contractor under the Contract, including subcontractors of any tier, suppliers and material men, whether or not in privity with the Contractor.

3.1.2. Interpretation of Contract

3.1.2.1. Order of Precedence

The order of precedence of the component contract parts will be as follows:

- Addenda, if any
- Detailed Specifications and Scope of Services, Exhibit 1
- Plans or drawings, if any
- Special Conditions
- Supplemental Special Conditions, if any
- Insurance Requirements
- MBE/WBE/DBE Special Conditions, if any
- Standard Terms and Conditions
- Invitation to bid and proposal pages

3.1.2.2. Interpretation and Rules

Unless a contrary meaning is specifically noted elsewhere, the phrases "as required", "as directed", "as permitted", and similar words mean the requirements, directions, and permissions of the Commissioner or CPO, as applicable. Similarly, the words "approved", "acceptable", "satisfactory", and similar words mean approved by, acceptable to, or satisfactory to the Commissioner or the CPO, as applicable.

The words "necessary", "proper", or similar words used with respect to the nature or extent of work or services mean that work or those services must be conducted in a manner, or be of a character which is necessary or proper for the type of work or services being provided in the opinion of the Commissioner and the CPO, as applicable. The judgment of the Commissioner and the CPO in such matters will be considered final.

Wherever the imperative form of address is used, such as "provide equipment required" it will be understood and agreed that such address is directed to the Contractor unless the provision expressly states that the City will be responsible for the action.

3.1.2.3. Severability

The invalidity, illegality, or unenforceability of any one or more phrases, sentences, clauses, or sections in this Contract does not affect the remaining portions of this Contract.

3.1.2.4. Entire Contract

The Contract Documents constitute the entire agreement between the parties and may not be modified except by the subsequent written agreement of the parties.

3.1.3. Subcontracting and Assignment

3.1.3.1. No Assignment of Contract

Pursuant to 65 ILCS 8-10-14, Contractor may not assign this Contract without the prior written consent of the CPO. In no case will such consent relieve the Contractor from its obligations, or change the terms of the Contract. The Contractor must notify the CPO, in writing, of the name of any proposed assignee and the reason for the assignment; consent to which is solely in the CPO's discretion.

3.1.3.2. Subcontracts

No part of the goods, work, or services to be provided under this Contract may be subcontracted without the prior written consent of the CPO; but in no case will such consent relieve the Contractor from its obligations, or change the terms of the Contract. The Contractor must notify the CPO of the names of all Subcontractors to be used and shall not employ any that the CPO has not approved. Prior to proposing the use of a certain Subcontractor, the Contractor must verify that neither the Subcontractor nor any of its owners is debarred from or otherwise ineligible to participate on City contracts. This information can be found on the City's

website:
http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/debarred_firms_list.html

Subcontracting of the services or work or any portion of the Contract without the prior written consent of the CPO is null and void. Further, the Contractor will not make any substitution of a previously approved Subcontractor without the prior written consent of the CPO; any substitution of a Subcontractor without the prior written consent of the CPO is null and void.

The Contractor will only subcontract with competent and responsible Subcontractors. If, in the judgment of the Commissioner or the CPO, any Subcontractor is careless, incompetent, violates safety or security rules, obstructs the progress of the services or work, acts contrary to instructions, acts improperly, is not responsible, is unfit, is incompetent, violates any laws applicable to this Contract, or fails to follow the requirements of this Contract, then the Contractor will, immediately upon notice from the Commissioner or the CPO, discharge or otherwise remove such Subcontractor and propose an acceptable substitute for CPO approval.

3.1.3.3. No Pledging or Assignment of Contract Funds Without City Approval

The Contractor may not pledge, transfer, or assign any interest in this Contract or contract funds due or to become due without the prior written approval of the CPO. Any such attempted pledge, transfer, or assignment, without the prior written approval of the CPO is void as to the City and will be deemed an event of default under this Contract.

3.1.3.4. City's Right to Assign

The City expressly reserves the right to assign or otherwise transfer all or any part of its interests in this Contract without the consent or approval of the Contractor.

3.1.3.5. Assigns

All of the terms and conditions of this Contract are binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees, and assigns.

3.1.4. Contract Governance

3.1.4.1. Governing Law and Jurisdiction

This Contract will be governed in accordance with the laws of the State of Illinois, without regard to choice of law principles. The Contractor hereby irrevocably submits, and will cause its Subcontractors to submit, to the original jurisdiction of those State or Federal courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Contract and irrevocably agrees to be bound by any final judgment rendered thereby from which no appeal has been taken or is available. The Contractor irrevocably waives any objection (including without limitation any objection of the laying of venue or based on the grounds of forum non conveniens) which it may now or hereafter have to the bringing of any action or proceeding with respect to this Contract in the jurisdiction set forth above.

3.1.4.2. Consent to Service of Process

The Contractor agrees that service of process on the Contractor may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Contract, by registered or certified mail addressed to the office actually maintained by the Contractor, or by personal delivery on any officer, director, or managing or general agent of the Contractor. The Contractor designates and appoints the representative identified on the signature page hereto under the heading "Designation of Agent for Service Process", as its agent in Chicago, Illinois, to receive on its behalf service of all process (which representative will be available to receive such service at all times), such service being hereby acknowledged by such representative to be effective and binding service in every respect. Said agent may be changed only upon the giving of written notice by the Contractor to the City of the name and address of a new Agent for Service of Process who works within the geographical boundaries of the City of Chicago. Nothing herein will affect the right to serve process in any other

manner permitted by law or will limit the right of the City to bring proceedings against the Contractor in the courts of any other jurisdiction.

3.1.4.3. Cooperation by Parties and between Contractors

The Parties hereby agree to act in good faith and cooperate with each other in the performance of this Contract. The Contractor further agrees to implement such measures as may be necessary to ensure that its staff and its Subcontractors will be bound by the provisions of this Contract. The City will be expressly identified as a third party beneficiary in the subcontracts and granted a direct right of enforcement thereunder.

Unless otherwise provided in Detailed Specifications, if separate contracts are let for work within or adjacent to the project site as may be further detailed in the Contract Documents, each Contractor must perform its Services so as not to interfere with or hinder the progress of completion of the work being performed by other contractors.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with its contract, and shall protect and hold harmless the City from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by the Contractor because of the presence and operations of other contractors working within the limits of its work or Services. Each Contractor shall assume all responsibility for all work not completed or accepted because of the presence and operations of other contractors.

The Contractor must as far as possible, arrange its work and space and dispose of the materials being used, so as not to interfere with the operations of the other contractors within or adjacent to the limits of the project site.

3.1.4.4. No Third Party Beneficiaries

The parties agree that this Contract is solely for the benefit of the parties and nothing herein is intended to create any third party beneficiary rights for subcontractors or other third parties.

3.1.4.5. Independent Contractor

This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Contractor and the City. The rights and the obligations of the parties are only those set forth in this Contract. Contractor must perform under this Contract as an independent contractor and not as a representative, employee, agent, or partner of the City.

This Contract is between the City and an independent contractor and, if Contractor is an individual, nothing provided for under this Contract constitutes or implies an employer-employee relationship such that:

The City will not be liable under or by reason of this Contract for the payment of any workers' compensation award or damages in connection with the Contractor performing the Services required under this Contract.

Contractor is not entitled to membership in any City Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the City.

The City is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to Contractor.

3.1.4.6. Authority

Execution of this Contract by the Contractor is authorized and signature(s) of each person signing on behalf of the Contractor have been made with complete and full authority to commit the Contractor to all terms and conditions of this Contract, including each and every representation, certification, and warranty contained herein, attached hereto and collectively incorporated by reference herein, or as may be required by the terms and conditions hereof. If other than a sole proprietorship, Contractor must provide satisfactory evidence that the execution of the Contract is authorized in accordance with the business entity(s) rules and procedures.

3.1.4.7. Joint and Several Liability

In the event that Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Contractor will be the joint and several obligation or undertaking of each such individual or other legal entity.

3.1.4.8. Notices

All communications and notices to the City from the Contractor must be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Commissioner of the using Department that appears on the applicable Purchase Order, with a copy to the Chief Procurement Officer, Room 403, City Hall, 121 N. LaSalle Street, Chicago, Illinois 60602.

A copy of any communications or notices to the City relating to Contract interpretation, a dispute, or indemnification obligations shall also be sent by the same means set forth above to the Department of Law, Room 600 City Hall, 121 N LaSalle Street, Chicago, Illinois 60602.

All communications and notices from the City to the Contractor, unless otherwise provided for, will be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Contractor: Standard Parking, Attn: Legal Department, 900 N. Michigan Ave., Ste. 1600, Chicago, IL 60611.

3.1.4.9. Amendments

Following Contract award, no change, amendment, or modification of the Contract Documents or any part thereof, is valid unless stipulated in writing and signed by the Contractor, Mayor, CPO, and Comptroller, unless specifically allowed for by the Contract Documents.

3.1.4.10. No Waiver of Legal Rights

Neither the acceptance by the City, or any representative of the City, nor any payment for or acceptance of the whole or any part of the deliverables, nor any extension of time, nor any possession taken by the City, shall operate as a waiver by the City of any portion of the Contract, or of any power herein reserved or any right of the City to damages herein provided.

A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach. Whenever under this Contract the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to either the City's or the Contractor's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and will not be deemed a waiver forever or for subsequent instance of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Contract regardless of the number of time the City may have waived the performance, requirement, or condition.

3.1.4.11. Non-appropriation of Funds

Pursuant to 65 ILCS 5/8-1-7, any contract for the expenditure of funds made by a municipality without the proper appropriation is null and void.

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Contract, then the City will notify the Contractor of that occurrence and this Contract shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Contract are exhausted.

No payments will be made to the Contractor under this Contract beyond those amounts appropriated and budgeted by the City to fund payments under this Contract.

3.1.4.12. Participation By Other Government Agencies

Other Local Government Agencies (defined below) may be eligible to participate in this Contract if (a) such agencies are authorized, by law or their governing bodies, to execute such purchases, (b) such authorization is consented to by the City of Chicago's CPO, and (c) such purchases have no net adverse effect on the City of Chicago and result in no diminished services from the Contractor to the City's Departments.

Examples of such Local Government Agencies are: the Chicago Board of Education, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago

Housing Authority, Chicago Board of Elections, Metropolitan Pier and Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts.

Said purchases will be made upon the issuance of a purchase order directly from the Local Government Agency. The City will not be responsible for payment of any amounts owed by any other Local Government Agencies, and will have no liability for the acts or omissions of any other Local Government Agency.

3.1.5. Confidentiality

All deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Contractor under this Contract are property of the City and are confidential, except as specifically authorized in this Contract or as may be required by law. Contractor must not allow the Deliverables to be made available to any other individual or organization without the prior written consent of the City. Further, all documents and other information provided to Contractor by the City are confidential and must not be made available to any other individual or organization without the prior written consent of the City. Contractor must implement such measures as may be necessary to ensure that its staff and its Subcontractors are bound by the confidentiality provisions contained in this Contract.

Contractor must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Contract, disseminate any information regarding its Services or the project to which the Services pertain without the prior written consent of the Commissioner.

If Contractor is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data or documents which may be in Contractor's possession by reason of this Contract, Contractor must immediately give notice to the Commissioner, CPO and the Corporation Counsel for the City with the understanding that the City will have the opportunity to contest such process by any means available to it before the records or documents are submitted to a court or other third party. Contractor, however, is not obligated to withhold the delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

3.1.6. Indemnity

Contractor must defend, indemnify, keep and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses (as defined below), including those related to: injury, death or damage of or to any person or property; any infringement or violation of any property right (including any patent, trademark or copyright); failure to pay or perform or cause to be paid or performed Contractors covenants and obligations as and when required under this Contract or otherwise to pay or perform its obligations to any subcontractor; the City's exercise of its rights and remedies under this Contract; and injuries to or death of any employee of Contractor or any subcontractor under any workers compensation statute.

"Losses" means, individually and collectively, liabilities of every kind, including monetary damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, fines, judgments or settlements, any or all of which in any way arise out of or relate to the acts or omissions of Contractor, its employees, agents and subcontractors.

At the City Corporation Counsel's option, Contractor must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Contractor of any of its obligations under this Contract. Any settlement must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

To the extent permissible by law, Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due to third parties arising out of any Losses, including but not limited to any limitations on Contractor's liability with respect to a claim by any employee of Contractor arising under the Workers Compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

The indemnities in this section survive expiration or termination of this Contract for matters occurring or arising during the term of this Contract or as the result of or during the Contractor's performance of work or services beyond the term. Contractor acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the City are apart from and not limited by the Contractor's duties under this Contract, including the insurance requirements set forth in the Contract.

3.1.7. Contract Extension Option

The City may extend this Contract once following the expiration of the contract term for up to 181 Calendar Days or until such time as a new contract has been awarded for the purpose of providing continuity of services and/or supply while procuring a replacement contract subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds. The CPO will give the Contractor notice of the City's intent to exercise its option to renew the Contract for the approaching option period.

3.2. Compensation Provisions

3.2.1. Ordering, Invoices, and Payment

3.2.1.1. Purchase Orders

Requests for work, services or goods in the form of a Purchase Order will be issued by the Department and sent to the Contractor to be applied against the Contract.

The Contractor must not honor any order(s), perform work or services or make any

deliveries of goods without receipt of a Purchase Order issued by the City of Chicago. Any work, services, or goods provided by the Contractor without a Purchase Order is made at the Contractor's risk. Consequently, in the event such Purchase Order is not provided by the City, the Contractor releases the City from any liability whatsoever to pay for any work, services, or goods provided without said Purchase Order.

Purchase Orders will indicate quantities ordered for each line item, unit/total cost, shipping address, delivery date, fund chargeable information, catalog information (if applicable), and other pertinent instructions regarding performance or delivery.

3.2.1.2. Invoices

If required by the Scope of Work / Detailed Specifications, original invoices must be sent by the Contractor to the Department to apply against the Contract. Invoices must be submitted in accordance with the mutually agreed upon time period with the Department. All invoices must be signed, dated and reference the City's Purchase Order number and Contract number. A signed work ticket, time sheets, manufacturer's invoice, if applicable, or any documentation requested by the Commissioner must accompany each invoice. If a Contractor has more than one contract with the City, separate invoices must be prepared for each contract in lieu of combining items from different contracts under the same invoice. Invoice quantities, description of work, services or goods, unit of measure, pricing and/or catalog information must correspond to the items on the Proposal Pages of the Bid Documents. If invoicing Price List/Catalog items, indicate Price List/Catalog number, item number, Price List/Catalog date and Price List/Catalog page number on the invoice.

3.2.1.3. Centralized Invoice Processing

Unless stated otherwise in the Detailed Specifications, this Contract is subject to Centralized Invoice Processing ("CIP"). Invoices must be submitted directly to the Comptroller's office by US Postal Service mail to the following address as appropriate:

Invoices for any City department other than the Department of Aviation:

Invoices
City of Chicago, Office of the City Comptroller
33 N. LaSalle St., Room 700
Chicago, IL 60602

Invoices for the Department of Aviation:

Chicago Department of Aviation
10510 W. Zemke Blvd.
P.O. Box 66142
Chicago, IL 60666
Attn: Finance Department

OR

Invoices for any department, including Aviation, may be submitted via email to: invoices@cityofchicago.org with the word "INVOICE" in the subject line.

All invoices must be signed, marked "original," and include the following information or payment will be delayed:

- Invoice number and date
- Contract/Purchase Order number
- Blanket Release number (if applicable)
- Vendor name and/or number
- Remittance address
- Name of City Department that ordered the goods or services
- Name and phone number of your contact at the ordering department
- Invoice quantities, commodity codes, description of deliverable(s)
- Amount due
- Receipt number (provided by the ordering department after delivery of goods/services)

Invoice quantities, service description, unit of measure, pricing and/or catalog information must correspond to the terms of the Bid Page(s).

If applicable, if invoicing Price List/Catalog items, indicate Price List/Catalog number, item number, Price List/Catalog date, and Price List/Catalog page number on the invoice.

Invoices for over-shipments or items with price/wage escalations will be rejected unless the Contract includes a provision for such an adjustment.

Freight, handling and shipping costs are not to be invoiced; deliveries are to be made F.O.B., City of Chicago. The City of Chicago is exempt from paying State of Illinois sales tax and Federal excise taxes on purchases.

3.2.1.4. Payment

The City will process payment within sixty (60) calendar days after receipt of invoices and all supporting documentation necessary for the City to verify the satisfactory delivery of work, services or goods to be provided under this Contract.

Contractor may be paid, at the City's option, by electronic payment method. If the City elects to make payment through this method, it will so notify the Contractor, and Contractor agrees to cooperate to facilitate such payments by executing the City's electronic funds transfer form, available for download from the City's website at:

http://www.cityofchicago.org/content/dam/city/depts/fin/supp_info/DirectDeposi

tCityVendor.pdf. The City reserves the right to offset mistaken or wrong payments against future payments.

The City will not be obligated to pay for any work, services or goods that were not ordered with a Purchase Order or that are non-compliant with the terms and conditions of the Contract Documents. Any goods, work, or services which fail tests and/or inspections are subject to correction, exchange or replacement at the cost of the Contractor.

3.2.1.5. Electronic Ordering and Invoices

The Contractor will cooperate in good faith with the City in implementing electronic ordering and invoicing, including but not limited to price lists/catalogs, purchase orders, releases and invoices. The electronic ordering and invoice documents will be in a format specified by the City and transmitted by an electronic means specified by the City. Such electronic means may include, but are not limited to, disks, e-mail, EDI, FTP, web sites, and third party electronic services. The CPO reserves the right to change the document format and/or the means of transmission upon written notice to the Contractor. Contractor will ensure that the essential information, as determined by the CPO, in the electronic document, corresponds to that information submitted by the Contractor in its paper documents. The electronic documents will be in addition to paper documents required by this Contract, however, by written notice to the Contractor, the CPO may deem any or all of the electronic ordering and invoice documents the official documents and/or eliminate the requirement for paper ordering and invoice documents.

3.2.1.6. City Right to Offset

The City may offset against any invoice from Contractor any costs incurred by the City as a result of event of default by Contractor under this Contract or otherwise resulting from Contractor's performance or non-performance under this Contract, including but not limited to any credits due as a result of over-billing by Contractor or overpayments made by the City. If the amount offset is insufficient to cover those costs, Contractor is liable for and must promptly remit to the City the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the City.

3.2.1.7. Records

Upon request the Contractor must furnish to the City such information related to the progress, execution, and cost of the Services. All books and accounts in connection with this Contract must be open to inspection by authorized representatives of the City. The Contractor must make these records available at reasonable times during the performance of the Services and will retain them in a safe place and must retain them for at least five (5) years after the expiration or termination of the Contract.

3.2.1.8. Audits

3.2.1.8.1. City's Right to Conduct Audits

The City may, in its sole discretion, audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Contract or within five years after the Contract ends, in connection with the goods, work, or services provided under this Contract. Each calendar year or partial calendar year may be deemed an "audited period".

3.2.1.8.2. Recovery for Over-Billing

If, as a result of such an audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and, depending on the facts, also some or all of the cost of the audit, as follows:

If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the contract prices, of the goods, work, or services provided in the audited period, then the Contractor must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;

If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the contract prices, of the goods, work, or services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

Failure of Contractor to reimburse the City in accordance with the foregoing is an event of default under this Contract, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

3.2.2. Prompt Payment to Subcontractors

3.2.2.1. Incorporation of Prompt Payment Language in Subcontracts

Contractor must state the requirements of these Prompt Payment provisions in all Subcontracts and purchase orders. If Contractor fails to incorporate these provisions in all Subcontracts and purchase orders, the provisions of this Section are deemed to be incorporated in all Subcontracts and purchase orders. Contractor and the Subcontractors have a continuing obligation to make prompt payment to their respective Subcontractors. Compliance with this obligation is a condition of Contractor's participation and that of its Subcontractors on this Contract.

3.2.2.2. Payment to Subcontractors Within Fourteen Days

The Contractor must make payment to its Subcontractors within 14 days of receipt of payment from the City for each invoice, but only if the Subcontractor has satisfactorily provided goods or services or completed its work or services in accordance with the Contract Documents and provided the Contractor with all of the documents and information required of the Contractor. The Contractor may

delay or postpone payment for a to a Subcontractor when the Subcontractor's work or materials do not comply with the requirements of the Contract Documents, the Contractor is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

3.2.2.3. Direct Payment to Subcontractors By City

The CPO may notify the Contractor that payments to the Contractor will be suspended if the CPO has determined that the Contractor has failed to pay any Subcontractor, employee, or workman, for work performed. If Contractor has not cured a failure to pay a Subcontractor, employee or workman within 10 days after receipt of such notice, the CPO may request the Comptroller to apply any money due, or that may become due, to Contractor under the Contract to the payment of such Subcontractors, workmen, and employees and the effect will be the same, for purposes of payment to Contractor of the Contract Price, as if the City had paid Contractor directly.

Further, if such action is otherwise in the City's best interests, the CPO may (but is not obligated to) request that the Comptroller make direct payments to Subcontractors for monies earned on contracts and the effect will be the same, for purposes of payment to Contractor of the Contract Price, as if the City had paid Contractor directly. The City's election to exercise or not to exercise its rights under this paragraph shall not in any way affect the liability of the Contractor or its sureties to the City or to any such Subcontractor, workman, or employee upon any bond given in connection with such Contract.

3.2.3. Subcontractor Payment Reports

The Contractor must report payments to Subcontractors on a monthly basis in the form of an electronic report. Upon the first payment issued by the City to the Contractor for services performed, on the first day of each month and every month thereafter, email and/or fax notifications will be sent to the Contractor with instructions to report payments to Subcontractors that have been made in the prior month. This information must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.

Once the Contractor has reported payments made to each Subcontractor, including zero dollar amount payments, the Subcontractor will receive an email and/or fax notification requesting that they log into the system and confirm payments received.

All monthly confirmations must be reported on or before the twentieth (20th) day of each month. Contractor and Subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.

All contracts between the Contractor and its Subcontractors must contain language requiring the Subcontractors to respond to email and/or fax notifications from the City requiring them to report payments received from the Contractor.

Access to the Certification and Compliance Monitoring System (C2), which is a web-based reporting system, can be found at: <https://chicago.mwdbe.com>

(Note: This site works for reporting all Subcontractor payments regardless of whether they are MBE/WBE/DBE or non-certified entities.)

If a Subcontractor has satisfactorily performed in accordance with the requirements of the Contract, Contractor must pay Subcontractor for such work, services, or materials within fourteen (14) calendar days of Contractor receiving payment from the City. Failure to comply with the foregoing will be deemed an event of default.

3.2.4. General Price Reduction – Automatic Eligibility for General Price Reductions

If at any time after the Bid Opening Date the Contractor makes a general reduction in the price of any goods, services or work covered by the Contract to its customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the Contract for the duration of the contract period (or until the price is further reduced). Such price reduction will be effective at the same time and in the same manner as the reduction in the price to customers generally.

For purpose of this provision, a general price reduction will mean any reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this Contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a general price reduction under this provision.

The Contractor must invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the General Price Reduction provision of the Contract. The Contractor, in addition, must within 10 calendar days of any general price reduction notify the CPO of such reduction by letter. Failure to do so will be an event of default. Upon receipt of any such notice of a general price reduction all participating Departments will be duly notified by the CPO.

Failure to notify the CPO of a General Price Reduction is an event of default, and the City's remedies shall include a rebate to the City of any overpayments.

3.3. Compliance With All Laws

3.3.1. General

Contractor must observe and comply with all applicable federal, state, county and municipal laws, statutes, regulations, codes, ordinances and executive orders, in effect now or later and as amended whether or not they appear in the Contract Documents.

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in the Contract are deemed inserted in the Contract whether or not they appear in the Contract.

Contractor must pay all taxes and obtain all licenses, certificates, and other authorizations required in connection with the performance of its obligations

hereunder, and Contractor must require all Subcontractors to also do so. Failure to do so is an event of default and may result in the termination of this Contract.

3.3.2. Non-Discrimination

3.3.2.1. Federal Affirmative Action

It is an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individuals race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individuals race, color, religion, sex, age, handicap or national origin.

Contractor must comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (1988), as amended. Attention is called to: Exec. Order No. 11,246,30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Exec. Order No. 11,375,32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086,43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. sec. 61 01-61 06 (1988); Rehabilitation Act of 1973, 29 U.S.C. sec. 793-794 (1988); Americans with Disabilities Act, 42 U.S.C. sec. 12102 et seq.; and 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal laws, rules, regulations and executive orders.

3.3.2.2. Illinois Human Rights Act

Contractor must comply with the Illinois Human Rights Act, 775ILCS 5/1-1 01 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 445 Ill. Admin. Code 750 Appendix A.

Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended; and all other applicable state laws, rules, regulations and executive orders.

3.3.2.3. Chicago Human Rights Ordinance MCC Ch. 2-160

Contractor must comply with the Chicago Human Rights Ordinance, MCC Ch. 2-160, Sect. 2-160-010 et seq., as amended; and all other applicable municipal code provisions, rules, regulations and executive orders.

Contractor must furnish or shall cause each of its Subcontractors to furnish such reports and information as requested by the Chicago Commission on Human Relations.

3.3.2.4. Business Enterprises Owned by People With Disabilities (BEPD) MCC Sect. 2-92-586

It is the policy of the City of Chicago that businesses certified as a BEPD in accordance with MCC Sect. 2-92-337 et seq., Regulations Governing Certification of

BEPDs, and all other Regulations promulgated under the aforementioned sections of the MCC; shall have the full and fair opportunities to participate fully in the performance of this Contract

Contractor shall not discriminate against any person or business on the basis of disability, and shall take affirmative actions to ensure BEPDs shall have full and fair opportunities to compete for and perform subcontracts for supplies or services.

Failure to carry out the commitments and policies set forth herein shall constitute a material breach of the Contract and may result in the termination of the Contract or such remedy as the City deems appropriate.

For purposes of this section only, the following definitions apply:

"Business Enterprises owned by People with Disabilities" or **"BEPD"** has the same meaning ascribed to it in MCC Sect. 2-92-586.

"Bid incentive" means an amount deducted, for bid evaluation purposes only, from the contract base bid in order to calculate the bid price to be used to evaluate the bid on a competitively bid contract.

"Construction project" has the same meaning ascribed to it in MCC Sect. 2-92-335.

"Contract" means any contract, purchase order, construction project, or other agreement (other than a delegate agency contract or lease of real property or collective bargaining agreement) awarded by the City and whose costs is to be paid from funds belonging to or administered by the City.

"Contract base bid" means the total dollar amount a contractor bids on a contract without factoring any bid incentive or percentage reductions to the bid amount.

"Earned credit" means the amount of the bid incentive allocated to a contractor upon completion of a contract in which the contractor met or exceeded his or her goals for the utilization of BEPDs in the performance of the contract.

"Earned credit certificate" means a certificate issued by the Chief Procurement Officer evidencing the amount of earned credit a contractor has been awarded.

The CPO shall award a bid incentive to Contractor for utilization of a BEPD as a prime contractor or subcontractor in accordance with the provisions of this section. The bid incentive shall be earned in the performance of the Contract, provided that the bid incentive earned in the performance of the Contract shall only be applied to a future contract.

Where not otherwise prohibited by federal, state, or local law, the CPO shall allocate to any qualified bidder the following bid incentive for utilization of a BEPD as a prime contractor or subcontractor in the performance of the contract.

| <i>% of total dollar contract amount performed by BEPD</i> | <i>Bid incentive</i> |
|--|-----------------------------|
| 2 to 5% | ½% of the contract base bid |
| 6 to 10% | 1% of the contract base bid |

11% or more

2% of the contract base bid

The bid incentive shall be calculated and applied in accordance with the provisions of this section. The bid incentive is used only to calculate an amount to be used in evaluating the bid. The bid incentive does not affect the contract price.

As part of the contract close-out procedure, if the CPO determines that the Contractor has successfully met his or her BEPD utilization goals either as a prime contractor or with subcontractors, the CPO shall issue an earned credit certificate that evidences the amount of earned credits allocated to the Contractor. The Contractor may apply the earned credits as the bid incentive for any future contract bid of equal or less dollar amount. The earned credit certificate is valid for three years from the date of issuance and shall not be applied towards any future contract bid after the expiration of that period.

The Contractor may apply the earned credit certificate on multiple future contract bids during the three-year period in which the certificate is valid, but may only receive one bid incentive for bid evaluation purposes on one contract award. If the Contractor applies the earned credit certificate on multiple contract bids and is the lowest responsive and responsible bidder on more than one contract bid, the earned credit certificate shall be applied to the contract bid first to be advertised by the Department of Procurement Services, or if multiple contract bids were advertised on the same date, the earned credit certificate shall be applied only to the contract bid with the greatest dollar value.

The Contractor shall maintain accurate and detailed books and records necessary to monitor compliance with this section and shall submit such reports as required by the CPO, or the commissioner of the supervising department.

Full access to the Contractor's and Subcontractor's records shall be granted to the CPO, the commissioner of the supervising department, or any duly authorized representative thereof. The Contractor and Subcontractors shall maintain all relevant records for a period of at least three years after final acceptance of the work.

The CPO is authorized to adopt, promulgate and enforce reasonable rules and regulations pertaining to the administration and enforcement of this section.

3.3.3. Wages

3.3.3.1. Living Wage Ordinance

MCC Sect. 2-92-610 provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers, and clerical workers ("Covered Employees"). Accordingly, pursuant to MCC Sect. 2-92-610 and regulations promulgated thereunder:

if the Contractor has 25 or more full-time employees, and if at any time during the performance of the contract the Contractor and/or any subcontractor or any other entity that provides any portion of the Services (collectively "Performing Parties") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then The Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the Contract term when the conditions set forth in (1) and (2) above are met, and will continue thereafter until the end of the Contract term.

As of July 1, 2012 the Base Wage is \$11.53. The current rate can be found on the Department of Procurement Services' website. Each July 1st the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four (4) as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four (4) divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Contract, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for work or services done under this Contract, and the prevailing wages for Covered Employees are higher than the Base Wage, then the Contractor must pay the prevailing wage rates.

The Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. The Contractor agrees to provide the City with documentation acceptable to the CPO demonstrating that all Covered Employees, whether employed by the Contractor or by a subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit the Contractor and/or subcontractors to verify compliance herewith.

Failure to comply with the requirements of this Section will be an event of default under this Contract, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to three years.

Not-for-Profit Corporations: If the Contractor is a corporation having Federal tax-exempt status under Section 501 (c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions above do not apply.

3.3.3.2. Prevailing Wage Rates

If this Contract calls for the construction of a "public work," within the meaning of Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"), the Act requires Contractors and Subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. All Contractors and

Subcontractors rendering services under a Contract for the construction of a public work must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

If this Contract is federally funded, the Contractor will ensure that it and its Subcontractors comply with the applicable provisions of the Davis-Bacon Act (prevailing wages) Act, 40 U.S.C. sec 276, as amended, and the Copeland (anti-kickback) Act, 18 U.S.C., sec. 874, and related regulations and pay such applicable prevailing wage rates. Please refer to: <http://www.wdol.gov/>

The term general prevailing hourly rate, when used in this requirement will mean the hourly cash wages plus fringe benefits for health and welfare, insurance, vacations and pensions paid generally, in the locality in which the work is being performed, to employees engaged in work of a similar character on public works.

As a condition of making payment to the Contractor, the City may require the Contractor to submit an affidavit to the effect that not less than the prevailing hourly wage rate is being paid to laborers, mechanics, and other workmen employed on this Contract in accordance with Illinois or federal law, as applicable.

3.3.3.3. Multi Project Labor Agreement (PLA)

The City has entered into the PLA with various trades regarding projects involving construction, demolition, maintenance, rehabilitation, and/or renovation work, as described in the PLA, a copy of which, without appendices, is attached hereto as Exhibit 6. A copy of the PLA, with appendices may also be found on the City's website

at:
<http://www.cityofchicago.org/dam/city/depts/dps/RulesRegulations/Multi-ProjectLaborAgreement-PLAandSignatoryUnions.pdf>.

To the extent that this Contract involves a project that is subject to the PLA, Contractor acknowledges familiarity with the requirements of the PLA and its applicability to any Work under this Agreement, and shall comply in all respects with the PLA.

3.3.4. Economic Disclosure Statement and Affidavit and Appendix A ("EDS")

Pursuant to MCC Ch. 2-154 and 65 ILCS 5/8-10-8.5 any person, business entity or agency submitting a bid or proposal to or contracting with the City of Chicago will be required to complete the Disclosure of Ownership Interests in the EDS. Failure to provide complete or accurate disclosure will render this Contract voidable by the City.

Contractors must complete an online EDS prior to the Bid Opening Date. Contractors are responsible for notifying the City and updating their EDS any time there is a change in circumstances that makes any information provided or certification made in an EDS inaccurate, obsolete or misleading. Failure to so notify the City and update the EDS is grounds for declaring the Contractor in default, terminating the Contract for default, and declaring the Contractor ineligible for future contracts.

Contractor makes certain representations and certifications that the City relies on in its decision to enter into a contract. The Laws and requirements that are addressed in the EDS include the following:

3.3.4.1. Business Relationships With Elected Officials MCC Sect. 2-156-030(b)

Pursuant to MCC Sect. 2-156-030(b), it is illegal for any elected official of the city, or any person acting at the direction of such official, to contact, either orally or in writing, any other city official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any city council committee hearing or in any city council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. Violation of MCC Sect. 2-156-030(b) by any elected official with respect to this contract will be grounds for termination of this contract. The term business relationship is defined as set forth in MCC Sect. 2-156-080.

Section 2-156-080 defines a business relationship as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the city; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A contractual or other private business dealing will not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the city.

3.3.4.2. Certifications Regarding Bribery, Debts, and Debarment Pursuant to MCC Sect. 1-23 and 720 ILCS 5/33E

The Contractor or each joint venture partner, if applicable, must complete the appropriate subsections in the EDS which certify that the Contractor or each joint venture partner, its agents, employees, officers and any subcontractors (a) have not been engaged in or been convicted of bribery or attempted bribery of a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States or engaged in or been convicted of bid-rigging or bid-rotation activities as defined in this section as required by the Illinois Criminal Code; (b) do not owe any debts to the State of Illinois, in accordance with 65 ILCS 5/11-42.1-1 and (c) are not

presently debarred or suspended; Certification Regarding Environmental Compliance; Certification Regarding Ethics and Inspector General; and Certification Regarding Court-Ordered Child Support Compliance.

Contractor, in performing under this contract shall comply with MCC Sect. 2-92-320, as follows:

No person or business entity shall be awarded a contract or sub-contract if that person or business entity: (a) has been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, or any agency of the federal government or of any state or local government in the United States, in that officers or employee's official capacity; or (b) has been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or (c) has made an admission of guilt of such conduct described in (a) or (b) above which is a matter of record but has not been prosecuted for such conduct.

For purposes of this section, where an official, agent or employee of a business entity has committed any offense under this section on behalf of such an entity and pursuant to the direction or authorization of a responsible official thereof, the business entity will be chargeable with the conduct.

One business entity will be chargeable with the conduct of an affiliated agency. Ineligibility under this section will continue for three (3) years following such conviction or admission. The period of ineligibility may be reduced, suspended, or waived by the CPO under certain specific circumstances. Reference is made to Section 2-92-320 for a definition of affiliated agency, and a detailed description of the conditions which would permit the CPO to reduce, suspend, or waive the period of ineligibility.

3.3.4.3. Federal Terrorist (No-Business) List

Contractor warrants and represents that neither Contractor nor an Affiliate, as defined below, appears on the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment.

"Affiliate" means a person or entity which directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity, either acting individually or acting jointly or in concert with others, whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

3.3.4.4. Inspector General and Legislative Inspector General

It is the duty of any bidder, proposer or Contractor, all Subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Contractor, Subcontractor or such applicant to cooperate with the Inspector General or the Legislative Inspector General in any investigation or hearing, if applicable, undertaken pursuant to MCC Ch. 2-56 or 2-55, respectively. Contractor understands and will abide by all provisions of MCC Ch. 2-56 and 2-55.

All subcontracts must inform Subcontractors of this provision and require understanding and compliance with them.

3.3.4.5. Governmental Ethics Ordinance 2-156

Contractor must comply with MCC Ch. 2-156, Governmental Ethics, including but not limited to MCC Sect. 2-156-120 pursuant to which no payment, gratuity or offer of employment will be made in connection with any City contract, by or on behalf of a subcontractor to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Chapter will be voidable as to the City.

3.3.5. Restrictions on Business Dealings

3.3.5.1. Conflicts of Interest

The Contractor covenants that it presently has no interest and will not acquire any interest, direct or indirect, in any enterprise which would conflict in any manner or degree with the performance of the work, services or goods to be provided hereunder. The Contractor further covenants that in its performance of the Contract no person having any such interest shall be employed. If the City determines that the Contractor does have such a conflict of interest, the City will notify the Contractor in writing, stating the basis for its determination. The Contractor will thereafter have 30 days in which to respond with reasons why the Contractor believes a conflict of interest does not exist. If the Contractor does not respond or if the City still reasonably determines a conflict of interest to exist, the Contractor must terminate its interest in the other enterprise.

3.3.5.2. Prohibition on Certain Contributions, Mayoral Executive Order 2011-4

No Contractor or any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Contractor's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5% ("Sub-owners") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee during (i) the bid or other solicitation process

for this Contract or Other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Contractor, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

Contractor represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached the Contractor or the date the Contractor approached the City, as applicable, regarding the formulation of this Contract, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Contractor shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Contract, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Contract, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Contract resulting from this specification, the CPO may reject Contractor's bid.

For purposes of this provision:

"Other Contract" means any agreement entered into between the Contractor and the City that is (i) formed under the authority of MCC Ch. 2-92; (ii) for the purchase, sale or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council.

"Contribution" means a "political contribution" as defined in MCC Ch. 2-156, as amended.

"Political fundraising committee" means a "political fundraising committee" as defined in MCC Ch. 2-156, as amended.

3.3.6. Debts Owed to the City; Anti-Scofflaw, MCC Sect. 2-92-380

In addition to the certifications regarding debts owed to the City in the EDS, Contractor is subject to MCC Sect. 2-92-380.

Pursuant to MCC Sect. 2-92-380 and in addition to any other rights and remedies (including set-off) available to the City under this Contract or permitted at law or in equity, the City will be entitled to set off a portion of the contract price or compensation due under the Contract, in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and the amount of any debt owed by the contracting party to the City. For purposes of this section, outstanding parking violation complaint means a parking ticket, notice of parking violation, or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint, and debt means a specified sum of money owed to the City for which the period granted for payment has expired.

However no such debt(s) or outstanding parking violation complaint(s) will be offset from the contract price or compensation due under the contract if one or more of the following conditions are met:

the contracting party has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking violation complaints and debts owed to the City and the Contracting party is in compliance with the agreement; or

the contracting party is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or the contracting party has filed a petition in bankruptcy and the debts owed the City are dischargeable in bankruptcy.

3.3.7. Other City Ordinances and Policies

3.3.7.1. False Statements

False statements made in connection with this Contract, including statements in, omissions from and failures to timely update the EDS, as well as in any other affidavits, statements or Contract Documents constitute a material breach of the Contract. Any such misrepresentation renders the Contract voidable at the option of the City, notwithstanding any prior review or acceptance by the City of any materials containing such a misrepresentation. In addition, the City may debar Contractor, assert any contract claims or seek other civil or criminal remedies as a result of a misrepresentation (including costs of replacing a terminated Contractor pursuant to MCC Sect. 1-21-010.

3.3.7.2. MacBride Principles Ordinance, MCC Sect. 2-92-580

This law promotes fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with MCC Sect. 2-92-580, if the primary Contractor conducts any business operations in Northern Ireland, it is hereby required that the Contractor will make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

For those bidders who take exception in competitive bid contracts to the provision set forth above, the City will assess an eight percent (8%) penalty. This penalty will increase their bid price for the purpose of canvassing the bids in order to determine who is to be the lowest responsible bidder. This penalty will apply only for purposes of comparing bid amounts and will not affect the amount of any contract payment.

The provisions of this Section will not apply to contracts for which the City receives funds administered by the United States Department of Transportation (USDOT) except to the extent Congress has directed that USDOT not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the DOT.

3.3.7.3. Shakman Accord

The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a Subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under this Contract are employees or Subcontractors of Contractor, not employees of the City of Chicago. This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Contractor.

Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Contract, or offer

employment to any individual to provide services under this Contract, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Contract, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

In the event of any communication to Contractor by a City employee or City official in violation of paragraph (b) above, or advocating a violation of paragraph (c) above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Contract.

3.3.8. Compliance with Environmental Laws and Related Matters

3.3.8.1. Definitions

For purposes of this section, the following definitions shall apply:

Environmental Agency: An Environmental Agency is any governmental agency having responsibility, in whole or in part, for any matter addressed by any Environmental Law. An agency need not be responsible only for matters addressed by Environmental Law(s) to be an Environmental Agency for purposes of this Contract.

Environmental Claim: An Environmental Claim is any type of assertion that Contractor or any Subcontractor is liable, or allegedly is liable, or should be held liable, under any Environmental Law, or that Contractor or any Subcontractor has or allegedly has violated or otherwise failed to comply with any Environmental Law. A non-exhaustive list of Environmental Claims includes, without limitation: demand letters, lawsuits and citations of any kind regardless of originating source.

Environmental Law: An Environmental Law is any Law that in any way, directly or indirectly, in whole or in part, bears on or relates to the environment or to human health or safety. A non-exhaustive list of Environmental Laws includes without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., the Clean Air Act, 42 U.S.C. 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. 1251, et seq., the Occupational Safety and Health Act, 29 U.S.C. 651, et seq., the Illinois Environmental Protection Act, 415 ILCS 5/1, et seq., the Illinois

Health and Safety Act, 820 ILCS 225/.01, et seq., Chapters 7-28 and 11-4 of the Chicago Municipal Code, and all related rules and regulations.

Law(s): The word "Law" or "Laws," whether or not capitalized, is intended in the broadest possible sense, including without limitation all federal, state and local: statutes; ordinances; codes; rules; regulations; administrative and judicial orders of any kind; requirements and prohibitions of permits, licenses or other similar authorizations of any kind; court decisions; common law; and all other legal requirements and prohibitions.

Routine: As applied to reports or notices, "routine" refers to a report or notice that must be made, submitted or filed on a regular, periodic basis (e.g., quarterly, annually, biennially) and that in no way arises from a spill or other release or any kind, or from an emergency response situation, or from any actual, possible or alleged noncompliance with any Environmental Law.

3.3.8.2. Joint Ventures

If Contractor or any Subcontractor is a joint venture, then every party to every such joint venture is deemed a Subcontractor for purposes of this section, which is entitled "Compliance with Environmental Laws and Related Matters" and every subsection thereof.

3.3.8.3. Compliance With Environmental Laws

Any noncompliance, by Contractor or any Subcontractor, with any Environmental Law during the time that this Contract is effective is an event of default, regardless of whether the noncompliance relates to performance of this Contract. This includes without limitation any failure by Contractor or any Subcontractor to keep current, throughout the term of this Contract, all insurance certificates, permits and other authorizations of any kind that are required, directly or indirectly, by any Environmental Law.

3.3.8.4. Costs

Any cost arising directly or indirectly, in whole or in part, from any noncompliance, by Contractor or any Subcontractor, with any Environmental Law, will be borne by the Contractor and not by the City. No provision of this Contract is intended to create or constitute an exception to this provision.

3.3.8.5. Proof of Noncompliance; Authority; Cure

Any adjudication, whether administrative or judicial, against Contractor or any Subcontractor, for a violation of any Environmental Law, is sufficient proof of noncompliance, and therefore of an event of default, for purposes of this Contract.

Any citation issued to/against Contractor or any Subcontractor, by any government agent or entity, alleging a violation of any Environmental Law, is sufficient proof of noncompliance for purposes of this Contract, and therefore of an event of default, if the citation contains or is accompanied by, or the City otherwise obtains, any

evidence sufficient to support a reasonable conclusion that a violation has occurred.

Any other evidence of noncompliance with any Environmental Law is sufficient proof of noncompliance for purposes of this Contract, and therefore of an event of default, if the evidence is sufficient to support a reasonable conclusion that noncompliance has occurred.

The CPO shall have the authority to determine whether noncompliance with an Environmental Law has occurred, based on any of the foregoing types of proof. Upon determining that noncompliance has occurred, s/he may in his/her discretion declare an event of default and may in his/her discretion offer Contractor an opportunity to cure the event of default, such as by taking specified actions, which may include without limitation ceasing and desisting from utilizing a Subcontractor.

The CPO may consider many factors in determining whether to declare an event of default, whether to offer an opportunity to cure, and if so any requirements for cure, including without limitation: the seriousness of the noncompliance, any effects of the noncompliance, Contractor's and/or Subcontractor's history of compliance or noncompliance with the same or other Laws, Contractor's and/or Subcontractor's actions or inaction towards mitigating the noncompliance and its effects, and Contractor's or Subcontractor's actions or inaction towards preventing future noncompliance.

3.3.8.6. Copies of Notices and Reports; Related Matters

If any Environmental Law requires Contractor or any Subcontractor to make, submit or file any non-Routine notice or report of any kind, to any Environmental Agency or other person, including without limitation any agency or other person having any responsibility for any type of emergency response activity, then Contractor must deliver a complete copy of the notice or report (or, in the case of legally required telephonic or other oral notices or reports, a comprehensive written summary of same) to the Law Department within 48 hours of making, submitting or filing the original report.

The requirements of this provision apply, regardless of whether the subject matter of the required notice or report concerns performance of this Contract.

Failure to comply with any requirement of this provision is an event of default.

3.3.8.7. Requests for Documents and Information

If the Commissioner requests documents or information of any kind that directly or indirectly relate(s) to performance of this Contract, Contractor must obtain and provide the requested documents and/or information to the Commissioner within 5 business days.

Failure to comply with any requirement of this provision is an event of default.

3.3.8.8. Environmental Claims and Related Matters

Within 24 hours of receiving notice of any Environmental Claim, Contractor must submit copies of all documents constituting or relating to the Environmental Claim to the Law Department. Thereafter, Contractor must submit copies of related documents if requested by the Law Department. These requirements apply, regardless of whether the Environmental Claim concerns performance of this Contract.

Failure to comply with any requirement of this provision is an event of default.

3.3.8.9. Preference for Recycled Materials

To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of any work or services, Contractor must use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 CFR Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC § 6962.

3.3.8.10. No Waste Disposal in Public Way MCC 11-4-1600(E)

Contractor warrants and represents that it, and to the best of its knowledge, its Subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

- 7-28-390 Dumping on public way;
- 7-28-440 Dumping on real estate without permit;
- 11-4-1410 Disposal in waters prohibited;
- 11-4-1420 Ballast tank, bilge tank or other discharge;
- 11-4-1450 Gas manufacturing residue;
- 11-4-1500 Treatment and disposal of solid or liquid;
- 11-4-1530 Compliance with rules and regulations required;
- 11-4-1550 Operational requirements; and
- 11-4-1560 Screening requirements.

During the period while this Contract is executory, Contractor's or any Subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Contract, constitutes a breach of and an event of default under this Contract, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the CPO. Such breach and default entitles the City to all remedies under the Contract, at law or in equity.

This section does not limit the Contractor's and its Subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Contract.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Contract, and may further affect the Contractor's eligibility for future contract awards.

3.4. Contract Disputes

3.4.1. Procedure for Bringing Disputes to the Department

The Contractor and using Department must attempt to resolve all disputes arising under this Contract in good faith, taking such measures as, but not limited to investigating the facts of the dispute and meeting to discuss the issue(s).

In order to bring a dispute to the Commissioner of a Department, Contractor must provide a general statement of the basis for its claim, the facts underlying the claim, reference to the applicable Contract provisions, and all documentation that describes, relates to and supports the claim. By submitting a Claim, the Contractor certifies that:

1. The Claim is made in good faith;
2. The Claim's supporting data are accurate and complete to the best of the person's knowledge and belief;
3. The amount of the Claim accurately reflects the amount that the claimant believes is due from the City; and
4. The certifying person is duly authorized by the claimant to certify the Claim.

The Commissioner shall have 30 days from receipt of the Claim to render a written "final decision of the Commissioner" stating the Commissioner's factual and contractual basis for the decision. However, the Commissioner may take an additional period, not to exceed 10 days, to render the (final decision(. If the Commissioner does not render a "final decision of the Commissioner" within the prescribed time frame, then the Claim should be deemed denied by the Commissioner.

3.4.2. Procedure for Bringing Disputes before the CPO

Only after the Commissioner has rendered a final decision denying the Contractor's claim may a dispute be brought before the CPO.

If the Contractor and using Department are unable to resolve the dispute, prior to seeking any judicial action, the Contractor must and the using Department may submit the dispute the CPO for an administrative decision based upon the written submissions of the parties. The party submitting the dispute to the CPO must include documentation demonstrating its good faith efforts to resolve the dispute and either the other party's failure to exercise good faith efforts or both parties' inability to resolve the dispute despite good faith efforts.

The decision of the CPO is final and binding. The sole and exclusive remedy to challenge the decision of the CPO is judicial review by means of a common law writ of certiorari.

The administrative process is described more fully in the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago", which are available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, and on-line at:

http://www.cityofchicago.org/content/dam/city/depts/dps/RulesRegulations/Dispute_Regulations_2002.pdf

3.5. Events of Default and Termination

3.5.1. Events of Default

In addition to any breach of contract and events of default described within the Contract Documents, the following constitute an event of default:

- A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.
- B. Contractor's material failure to perform any of its obligations under this Contract including the following:
- C. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services
- D. Failure to have and maintain all professional licenses required by law to perform the Services;
- E. Failure to timely perform the Services;
- F. Failure to perform the Services in a manner reasonably satisfactory to the Commissioner or the CPO or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
- G. Failure to promptly re-perform, as required, within a reasonable time and at no cost to the City, Services that are rejected as erroneous or unsatisfactory;
- H. Discontinuance of the Services for reasons within Contractor's reasonable control;
- I. Failure to update promptly EDS(s) furnished in connection with this Contract when the information or responses contained in it or them is no longer complete or accurate;
- J. Failure to comply with any other term of this Contract, including the provisions concerning insurance and nondiscrimination; and
- K. Any change in ownership or control of Contractor without the prior written approval of the CPO, which approval the CPO will not unreasonably withhold.
- L. Contractor's default under any other Contract it may presently have or may enter into with the City during the life of this Contract. Contractor acknowledges and agrees that in the event of a default under this Contract the City may also declare a default under any such other agreements.
- M. Contractor's repeated or continued violations of City ordinances unrelated to performance under the Contract that in the opinion of the CPO indicate a willful or reckless disregard for City laws and regulations.

- N. Contractor's use of a subcontractor that is currently debarred by the City or otherwise ineligible to do business with the City.

3.5.2. Cure or Default Notice

The occurrence of any event of default permits the City, at the City's sole option, to declare Contractor in default.

The CPO will give Contractor written notice of the default, either in the form of a cure notice ("Cure Notice"), or, if no opportunity to cure will be granted, a default notice ("Default Notice").

If a Cure Notice is sent, the CPO may in his/her sole discretion will give Contractor an opportunity to cure the default within a specified period of time, which will typically not exceed 30 days unless extended by the CPO. The period of time allowed by the CPO to cure will depend on the nature of the event of default and the Contractor's ability to cure. In some circumstances the event of default may be of such a nature that it cannot be cured. Failure to cure within the specified time may result in a Default Notice to the Contractor.

Whether to issue the Contractor a Default Notice is within the sole discretion of the CPO and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Contract

If the CPO issues a Default Notice, the CPO will also indicate any present intent the CPO may have to terminate this Contract. The decision to terminate is final and effective upon giving the notice. If the CPO decides not to terminate, this decision will not preclude the CPO from later deciding to terminate the Contract in a later notice, which will be final and effective upon the giving of the notice or on such later date set forth in the Default Notice.

When a Default Notice with intent to terminate is given, Contractor must discontinue any Services, unless otherwise directed in the notice.

3.5.3. Remedies

After giving a Default Notice, the City may invoke any or all of the following remedies:

- A. The right to take over and complete the Services, or any part of them, at Contractor's expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the Services, and Contractor must pay the difference between the total amount of this bill and the amount the City would have paid Contractor under the terms and conditions of this Contract for the Services that were assumed by the City as agent for Contractor
- B. The right to terminate this Contract as to any or all of the Services yet to be performed effective at a time specified by the City;
- C. The right to seek specific performance, an injunction or any other appropriate equitable remedy;

- D. The right to seek money damages;
- E. The right to withhold all or any part of Contractor's compensation under this Contract;
- F. The right to deem Contractor non-responsible in future contracts to be awarded by the City.

3.5.4. Non-Exclusivity of Remedies

The remedies under the terms of this Contract are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the City considers expedient.

3.5.5. City Reservation of Rights

If the CPO considers it to be in the City's best interests, the CPO may elect not to declare default or to terminate this Contract. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits Contractor to continue to provide the Services despite one or more events of default, Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Contract, nor does the City waive or relinquish any of its rights.

3.5.6. Early Termination

The City may terminate this Contract, in whole or in part, at any time by a notice in writing from the City to the Contractor. The effective date of termination will be the date the notice is received by the Contractor or the date stated in the notice, whichever is later.

After the notice is received, the Contractor must restrict its activities, and those of its Subcontractors, to activities pursuant to direction from the City. No costs incurred after the effective date of the termination are allowed unless the termination is partial.

Contractor is not entitled to any anticipated profits on services, work, or goods that have not been provided. The payment so made to the Contractor is in full settlement for all services, work or goods satisfactorily provided under this Contract. If the Contractor disputes the amount of compensation determined by the City to be due Contractor, then the Contractor must initiate dispute settlement procedures in accordance with the Disputes provision.

If the City's election to terminate this Contract for default pursuant to the default provisions of the Contract is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be deemed to be an early termination pursuant to this Early Termination provision.

3.6. Department-specific Requirements

Contractor must comply with the relevant user Department's specific requirements in the performance of this Contract if applicable.

3.6.1. Department of Aviation Standard Requirements

For purposes of this section, "Airport" refers to either Midway International Airport or O'Hare International Airport, which are both owned and operated by the City of Chicago.

3.6.1.1. Confidentiality of Airport Security Data

Contractor has an ongoing duty to protect confidential information, including but not limited to any information exempt from disclosure under the Illinois Freedom of Information Act such as information affecting security of the airport ("Airport Security Data"). Airport Security Data includes any Sensitive Security Information as defined by 49 CFR Part 1520. Contractor acknowledges that information provided to, generated by, or encountered by Contractor may include Airport Security Data. If Contractor fails to safeguard the confidentiality of Airport Security Data, Contractor is liable for the reasonable costs of actions taken by the City, the airlines, the Federal Aviation Administration ("FAA"), or the Transportation Security Administration ("TSA") that the applicable entity, in its sole discretion, determines to be necessary as a result, including without limitation the design and construction of improvements, procurement and installation of security devices, and posting of guards. All Subcontracts or purchase orders entered into by the Contractor, with parties providing material, labor or services to complete the Work, must contain the language of this section. If the Contractor fails to incorporate the required language in all Subcontracts or purchase orders, the provisions of this section are deemed incorporated in all Subcontracts or purchase orders.

3.6.1.2. Aviation Security

This Contract is subject to the airport security requirements of 49 United States Code, Chapter 449, as amended, the provisions of which govern airport security and are incorporated by reference, including without limitation the rules and regulations in 14 CFR Part 107 and all other applicable rules and regulations promulgated under them. All employees providing services at the City's airports must be badged by the City. (See Airport Security Badges.) Contractor, Subcontractors and the respective employees of each are subject to such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration ("FAA"), the Under Secretary of the Transportation Security Administration ("TSA"), and the City may deem necessary. Contractor, Subcontractors, their respective employees, invitees and all other persons under the control of Contractor must comply strictly and faithfully with any and all rules, regulations and directions which the Commissioner, the FAA, or the TSA may issue from time to time may issue during the life of this Contract with regard to security, safety, maintenance and operation of the Airport and must promptly report any information regarding suspected violations in accordance with those rules and regulations.

Gates and doors that permit entry into restricted areas at the Airport must be kept locked by Contractor at all times when not in use or under Contractor's constant security surveillance. Gate or door malfunctions must be reported to the Commissioner without delay and must be kept under constant surveillance by Contractor until the malfunction is remedied.

3.6.1.3. Airport Security Badges

As part of airport operations and security, the Contractor must obtain from the airport badging office Airport Security Badges for each of his employees, subcontractors, material men, invitees or any person(s) over whom Contractor has control, which must be visibly displayed at all times while at the airport. No person will be allowed beyond security checkpoints without a valid Airport Security Badge. Each such person must submit signed and properly completed application forms to receive Airport Security Badges. Additional forms and tests may be required to obtain Airport Drivers Certification and Vehicle Permits. The application forms will solicit such information as the Commissioner may require in his discretion, including but not limited to name, address, date of birth (and for vehicles, drivers license and appropriate stickers). The Contractor is responsible for requesting and completing the form for each employee and subcontractors employee who will be working at the Airport and all vehicles to be used on the job site. Upon signed approval of the application by the Commissioner or his designee, the employee will be required to attend a presentation regarding airport security and have his or her photo taken for the badge. The Commissioner may grant or deny the application in his sole discretion. The Contractor must make available to the Commissioner, within one day of request, the personnel file of any employee who will be working on the project.

As provided in Aviation Security above, in order for a person to have an Airport Security Badge that allows access to the airfield or aircraft, a criminal history record check (CHRC) conducted by the Department of Aviation will also be required. The CHRC will typically include a fingerprint analysis by the Federal Bureau of Investigation and such other procedures as may be required by the TSA.

Airport Security Badges, Vehicle Permits and Drivers Licenses will only be issued based upon properly completed application forms. Employees or vehicles without proper credentials may be removed from the secured area and may be subject to fine or arrest. Contractor will be jointly and severally liable for any fines imposed on its employees or its Subcontractors employees.

In addition to other rules and regulations, the following rules related to Airport Security Badges, Vehicle Permits and Drivers Licenses must be adhered to:

- A. Each person must wear and display his or her Airport Security Badge on their outer apparel at all times while at the airport.

- B. All individuals operating a vehicle on the Aircraft Operations Area (AOA) must be familiar and comply with motor driving regulations and procedures of the State of Illinois, City of Chicago and the Department of Aviation. The operator must be in possession of a valid, State-issued Motor Vehicle Operators Drivers License. All individuals operating a vehicle on the AOA without an escort must also be in possession of a valid Aviation-issued Airport Drivers Permit.
- C. All operating equipment must have an Airport Vehicle Access Permit affixed to the vehicle at all times while operating on the Airport. All required City stickers and State Vehicle Inspection stickers must be valid.
- D. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the Department of Aviation.
- E. The Contractors personnel who function as supervisors, and those that escort the Contractors equipment/operators to their designated work sites, may be required to obtain an added multi-area access designation on their personnel Airport Security Badge which must also be displayed while on the AOA.

3.6.1.4. General Requirements Regarding Airport Operations

3.6.1.4.1. Priority of Airport Operations

Where the performance of the Contract may affect airport operation, the Contractor must cooperate fully with the Commissioner and his representatives in all matters pertaining to public safety and airport operation. Whether or not measures are specifically required by this Contract, the Contractor at all times must maintain adequate protection to safeguard aircraft, the public and all persons engaged in the work and must take such precaution as will accomplish such end, without interference with aircraft, the public, or maintenance and operations of the airport.

The Contractor's attention is drawn to the fact that airport facilities and infrastructure, including but not limited to runways, taxiways, vehicular roadways, loadways, loading aprons, concourses, holdrooms, gates, and passenger right-of-ways, are being used for scheduled and unscheduled civilian air transportation. Arrivals and departures are under the control of the FAA control tower(s). Use of the Airport for air transportation takes precedence over all of the Contractor's operations. No extra compensation will be allowed for any delays brought about by the operations of the Airport which require that Contractor's work must be interrupted or moved from one part of the work site to another.

3.6.1.4.2. Interruption of Airport Operations

If Contractor requires interruption of Airport facilities or utilities in order to perform work, Contractor must notify the Deputy Commissioner in charge of

the project at least five (5) working days in advance of such time and must obtain the Deputy Commissioner's approval prior to interrupting the service. Interruption of service must be kept to an absolute minimum, and to the extent practicable the work which occasions such interruptions must be performed in stages in order to reduce the time of each interruption. In case of interruptions of electrical services, service must be restored prior to sunset of the same day.

Prior to start of work, the Contractor must request of the Deputy Commissioner in charge of the project to provide specific requirements and instructions which are applicable to the particular work site areas, including, but not limited to, areas available for storage of any equipment, materials, tools and supplies needed to perform the work. Contractors must advise the Deputy Commissioner in charge of the project of the volume of equipment, materials, tools, and supplies that will be required in the secured areas of the airport in order to make arrangements for inspection of such equipment, materials, tools, and supplies at a security checkpoint.

3.6.1.4.3. Safeguarding of Airport Property and Operations

The Contractor must not permit or allow its employees, subcontractors, material men, invitees or any other persons over whom Contractor has control to enter or remain upon, or to bring or permit any equipment, materials, tools, or supplies to remain upon any part of the work site if any hazard to aircraft, threat to airport security, or obstruction of airport maintenance and operations, on or off the ground, would be created in the opinion of either the Commissioner or the Deputy Commissioner. Contractors must safeguard, and may be required to account for, all items brought beyond a security checkpoint, especially with respect to tools used in a terminal building.

3.6.1.4.4. Work on the Airfield

For any work on the airfield, between sunset and sunrise, any equipment and materials stored outside must be marked with red obstruction lights acceptable to the Commissioner and in conformity with all FAA requirements, including Advisory Circular 150/5345-43F. All obstruction lights must be kept continuously in operation between sunset and sunrise 7 days a week and also during any daylight periods when aircraft ceiling is below 500 feet and visibility is less than 5 miles. Information on ceiling and visibility may be obtained by the Contractor on request at the office of the Deputy Commissioner of Operations or from the FAA Control Tower Operator. Proper compliance with these obstruction light requirements is essential to the protection of aircraft and human life and the Contractor has the responsibility of taking the initiative at all times to be aware of ceiling and visibility conditions, without waiting for the FAA Control Tower Operator or any other City representative to ask the Contractor to post obstruction lights.

For any work on the airfield, the Contractor must furnish aircraft warning flags, colored orange and white, in two sizes, one size 2' x 3' for hand use, and one size 3' x 5'. Each separate group or individual in all work areas, regardless of whether or not near runways, taxiways or aprons, must display a flag which must be maintained vertical at all times. Each truck or other piece of equipment of the Contractor must have attached to it, in a vertical and clearly visible position, a warning flag of the larger size. Except as otherwise agreed by the Commissioner or his designee, all cranes or booms used for construction work on the airfield must be lowered to ground level and moved 200 feet off the runways, taxiways and aprons during all hours of darkness and during all daylight hours when the aircraft ceiling is below the minimums specified in this section.

The Contractor acknowledges the importance of fully complying with the requirements of this section in order to protect aircraft and human life, on or off the ground. Failure on the part of the Contractor to perform the work in accordance with the provisions of this section and to enforce same with regard to all subcontractors, material men, laborers, invitees and all other persons under the Contractor's control is an event of default.

3.6.1.4.5. Parking Restrictions

Prior to commencing work, the Contractor must provide the Deputy Commissioner in charge of the project with an estimate of the number of vehicles that will require parking. Contractors are encouraged to provide employee parking elsewhere and shuttle their employees to the work site. The Department of Aviation may, but is not required to, provide parking areas for a limited number of vehicles in designated storage areas. All other vehicles must be parked in the public parking lots at the Airport, and there will be no reduced rate or complimentary parking for such vehicles. Employees must not, at any time, park their personal automobiles, no matter how short the duration, in any drive, road, or any other non-parking lot location at the airport. Such vehicles will be subject to immediate towing at the employees expense.

3.6.2. Department of Emergency Management and Communications (OEMC) Security Requirements

3.6.2.1. Identification of Workers and Vehicles

All employees and vehicles working within O.E.M.C facilities must be properly identified. All vehicles and personnel passes will be issued to the Contractor by the Executive Director, as required. Contractor, Subcontractors, and employees must return identification material to the Executive Director upon completion of their respective work within the Project, and in all cases, the Contractor must return all identification material to the Executive Director after completion of the Project. Final Contract Payment will not be made until all passes issued have been returned to O.E.M.C Security.

3.6.2.2. Access to Facilities

For purposes of this section, "employee" refers to any individual employed or engaged by Contractor or by any Subcontractor. If the Contractor, or any employee, in the performance of this Contract, has or will have access to a Office of Emergency Management and Communications (O.E.M.C) facility, the City may conduct such background and employment checks, including criminal history record checks and work permit documentation, as the Executive Director of the Office of Emergency Management and Communications and the City may deem necessary, on the Contractor, any Subcontractor, or any of their respective employees. The Executive Director of the Office of Emergency Management and Communications has the right to require the Contractor to supply or provide access to any additional information the Executive Director deems relevant. Before beginning work on the project, Contractor must:

Provide the City with a list of all employees requiring access to enable the City to conduct such background and employment checks;

Deliver to the City consent forms signed by all employees who will work on the project consenting to the City's and the Contractor's performance of the background checks described in this Section; and

Deliver to the City consent forms signed by all employees who will require access to the O.E.M.C facility consenting to the searches described in this Section.

The Executive Director may preclude Contractor, any Subcontractor, or any employee from performing work on the project. Further, the Contractor must immediately report any information to the Executive Director relating to any threat to O.E.M.C infrastructure or facilities or the water supply of the City and must fully cooperate with the City and all governmental entities investigating the threat. The Contractor must, notwithstanding anything contained in the Contract Documents to the contrary, at no additional cost to the City, adhere, and cause its Subcontractors to adhere, to any security and safety guidelines developed by the City and furnished to the Contractor from time to time during the term of the Contract and any extensions of it.

Each employee whom Contractor wishes to have access to an O.E.M.C facility must submit a signed, completed "Area Access Application" to the O.E.M.C to receive a O.E.M.C Security Badge. If Contractor wishes a vehicle to have access to a O.E.M.C facility, Contractor must submit a vehicle access application for that vehicle. The applications will solicit such information as the Executive Director may require in his discretion, including name, address, date of birth (and for vehicles, driver's license and appropriate stickers). The Contractor is responsible for requesting and completing these forms for each employee who will be working at O.E.M.C facilities and all vehicles to be used on the job site. The Executive Director may grant or deny the application in his sole discretion. The Contractor must make available to

the Executive Director, within one (1) day of request, the personnel file of any employee who will be working on the project.

At the Executive Director's request, the Contractor and Subcontractor must maintain an employment history of employees going back five years from the date Contractor began Work or Services on the project. If requested, Contractor must certify that it has verified the employment history as required on the form designated by the Executive Director. Contractor must provide the City, at its request, a copy of the employment history for each employee. Employment history is subject to audit by the City.

3.6.2.3. Security Badges and Vehicle Permits

O.E.M.C Security Badges and Vehicle Permits will only be issued based upon properly completed Area Access Application Forms. Employees or vehicles without proper credentials will not be allowed on O.E.M.C property.

The following rules related to Security Badges and Vehicle Permits must be adhered to:

- A. Each employee must wear and display the O.E.M.C Security Badge issued to that employee on his or her outer apparel at all times.
- B. At the sole discretion of the Executive Director and law enforcement officials, including but not limited to the Chicago Police Department, Cook County Sheriffs Office, Illinois State Police or any other municipal, state or federal law enforcement agency, all vehicles (and their contents) are subject to interior and/or exterior inspection entering or exiting O.E.M.C facilities, and all employees and other individuals entering or exiting O.E.M.C facilities are subject to searches. Vehicles may not contain any materials other than those needed for the project. The Executive Director may deny access to any vehicle or individual in his sole discretion.
- C. All individuals operating a vehicle on O.E.M.C property must be familiar and comply with motor driving regulations and procedures of the State of Illinois and the City of Chicago. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver License.
- D. All required City stickers and State Vehicle Inspection stickers must be valid.
- E. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the City.
- F. Access to the Work sites will be as shown or designated on the Contract Documents Drawings or determined by the Executive Director. The Executive Director may deny access when, in his sole discretion, the vehicle or individual poses some security risk to O.E.M.C.

3.6.2.4. Gates and Fences

Whenever the Contractor receives permission to enter O.E.M.C property in areas that are exit/entrance points not secured by the City, the Contractor may be required to provide gates that comply with O.E.M.C design and construction standards. Contractor must provide a licensed and bonded security guard, subject to the Executive Director's approval and armed as deemed necessary by the Executive Director, at the gates when the gates are in use. O.E.M.C Security will provide the locks. Failure to provide and maintain the necessary security will result in an immediate closure by O.E.M.C personnel of the point of access.

Stockpiling materials and parking of equipment or vehicles near O.E.M.C security fencing is prohibited.

Any security fencing, gates, or alarms damaged by the Contractor or its Subcontractors must be manned by a licensed and bonded security guard of the Contractor at Contractor's expense until the damaged items are restored. Contractor must restore them to their original condition within an eight (8) hour period from the time of notice given by the Executive Director.

Temporary removal of any security fencing, gate or alarm to permit construction must be approved by the Executive Director, and Contractor must man the site by a licensed and bonded security guard, approved by and armed as deemed necessary by the Executive Director, at Contractor's expense, on a twenty-four (24) hour basis during the period of temporary removal. Contractor must restore the items removed to their original condition when construction is completed.

3.6.2.5. Hazardous or Illegal Materials

Unauthorized hazardous or illegal materials, including but not limited to hazardous materials as defined in 49 C.F.R. Parts 100-185 (e.g. explosives, oxidizers, radiological materials, infectious materials), contraband, firearms and other weapons, illegal drugs and drug paraphernalia, may not be taken on O.E.M.C property. Alcoholic beverages are also prohibited.

3.6.3. Chicago Police Department Security Requirements

As part of Police operations and security, the Contractor must obtain from the Police Department, Security Badges for each of its employees, subcontractors, material men, invitees or any person(s) over whom Contractor has control, which must be visibly displayed at all times while at any Police Department facility. No person will be allowed beyond security checkpoints without a valid Security Badge. Each such person must submit signed and properly completed application forms to receive Security Badges. The application forms will solicit such information as the Superintendent may require; including but not limited to name, address, date of birth (driver's license). The Contractor is responsible for requesting and completing the form for each employee and subcontractors employee. The Superintendent may grant or deny the application in his sole discretion. The Contractor must make available to the Superintendent, within one (1) day of request, the personnel file of any employee who will be working on the project.

In addition to other rules and regulations, the following rules related to Security Badges, must be adhered to:

- A. Each person must wear and display his or her Security Badge on their outer apparel at all times while at any Chicago Police Department facility.
- B. Individuals must remain within their assigned area unless otherwise instructed by the Chicago Police Department.

3.6.4. Department of Water Management ("DOWM") Security Requirements

3.6.4.1. Identification of Workers and Vehicles

All employees and vehicles working within DOWM facilities must be properly identified. All vehicles and personnel passes will be issued to the Contractor by the Commissioner, as required. Contractor, Subcontractors, and employees must return identification material to the Commissioner upon completion of their respective work within the Project, and in all cases, the Contractor must return all identification material to the Commissioner after completion of the Project. Final Contract Payment will not be made until all passes issued have been returned to DOWM Security.

3.6.4.2. Access to Facilities

For purposes of this section, "employee" refers to any individual employed or engaged by Contractor or by any Subcontractor. If the Contractor, or any employee, in the performance of this Contract, has or will have access to a Department of Water Management (DOWM) facility, the City may conduct such background and employment checks, including criminal history record checks and work permit documentation, as the Commissioner of the Department of Water Management and the City may deem necessary, on the Contractor, any Subcontractor, or any of their respective employees. The Commissioner of the Department of Water Management has the right to require the Contractor to supply or provide access to any additional information the Commissioner deems relevant. Before beginning work on the project, Contractor must:

Provide the City with a list of all employees requiring access to enable the City to conduct such background and employment checks;

Deliver to the City consent forms signed by all employees who will work on the project consenting to the City's and the Contractor's performance of the background checks described in this Section; and

Deliver to the City consent forms signed by all employees who will require access to the DOWM facility consenting to the searches described in this Section.

The Commissioner may preclude Contractor, any Subcontractor, or any employee from performing work on the project. Further, the Contractor must immediately report any information to the Commissioner relating to any threat to DOWM infrastructure or facilities or the water supply of the City and must fully cooperate with the City and all governmental entities investigating the threat. The Contractor

must, notwithstanding anything contained in the Contract Documents to the contrary, at no additional cost to the City, adhere, and cause its Subcontractors to adhere, to any security and safety guidelines developed by the City and furnished to the Contractor from time to time during the term of the Contract and any extensions of it.

3.6.4.3. Security Badges and Vehicle Permits

Each employee whom Contractor wishes to have access to a DOWM facility must submit a signed, completed "Area Access Application" to the DOWM to receive a DOWM Security Badge. If Contractor wishes a vehicle to have access to a DOWM facility, Contractor must submit a vehicle access application for that vehicle. The applications will solicit such information as the Commissioner may require in his discretion, including name, address, date of birth (and for vehicles, driver's license and appropriate stickers). The Contractor is responsible for requesting and completing these forms for each employee who will be working at DOWM facilities and all vehicles to be used on the job site. The Commissioner may grant or deny the application in his sole discretion. The Contractor must make available to the Commissioner, within one (1) day of request, the personnel file of any employee who will be working on the project.

At the Commissioner's request, the Contractor and Subcontractor must maintain an employment history of employees going back five years from the date Contractor began Work or Services on the project. If requested, Contractor must certify that it has verified the employment history as required on the form designated by the Commissioner. Contractor must provide the City, at its request, a copy of the employment history for each employee. Employment history is subject to audit by the City.

DOWM Security Badges and Vehicle Permits will only be issued based upon properly completed Area Access Application Forms. Employees or vehicles without proper credentials will not be allowed on DOWM property.

The following rules related to Security Badges and Vehicle Permits must be adhered to:

- A. Each employee must wear and display the DOWM Security Badge issued to that employee on his or her outer apparel at all times.
- B. At the sole discretion of the Commissioner and law enforcement officials, including but not limited to the Chicago Police Department, Cook County Sheriffs Office, Illinois State Police or any other municipal, state or federal law enforcement agency, all vehicles (and their contents) are subject to interior and/or exterior inspection entering or exiting DOWM facilities, and all employees and other individuals entering or exiting DOWM facilities are subject to searches. Vehicles may not contain any materials other than

those needed for the project. The Commissioner may deny access to any vehicle or individual in his sole discretion.

- C. All individuals operating a vehicle on DOWM property must be familiar and comply with motor driving regulations and procedures of the State of Illinois and the City of Chicago. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver License.
- D. All required City stickers and State Vehicle Inspection stickers must be valid.
- E. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the City.
- F. Access to the Work sites will be as shown or designated on the Contract Documents Drawings or determined by the Commissioner. The Commissioner may deny access when, in his sole discretion, the vehicle or individual poses some security risk to DOWM.

3.6.4.4. Gates and Fences

Whenever the Contractor receives permission to enter DOWM property in areas that are exit/entrance points not secured by the City, the Contractor may be required to provide gates that comply with DOWM design and construction standards. Contractor must provide a licensed and bonded security guard, subject to the Commissioner's approval and armed as deemed necessary by the Commissioner, at the gates when the gates are in use. DOWM Security will provide the locks. Failure to provide and maintain the necessary security will result in an immediate closure by DOWM personnel of the point of access.

Stockpiling materials and parking of equipment or vehicles near DOWM security fencing is prohibited.

Any security fencing, gates, or alarms damaged by the Contractor or its Subcontractors must be manned by a licensed and bonded security guard of the Contractor at Contractor's expense until the damaged items are restored. Contractor must restore them to their original condition within an eight (8) hour period from the time of notice given by the Commissioner.

Temporary removal of any security fencing, gate or alarm to permit construction must be approved by the Commissioner, and Contractor must man the site by a licensed and bonded security guard, approved by and armed as deemed necessary by the Commissioner, at Contractor's expense, on a twenty-four (24) hour basis during the period of temporary removal. Contractor must restore the items removed to their original condition when construction is completed.

3.6.4.5. Hazardous or Illegal Materials

Unauthorized hazardous or illegal materials, including but not limited to hazardous materials as defined in 49 C.F.R. Parts 100-185 (e.g. explosives, oxidizers, radiological materials, infectious materials), contraband, firearms and other

weapons, illegal drugs and drug paraphernalia, may not be taken on DOWM property. Alcoholic beverages are also prohibited.

ARTICLE 4. SPECIAL CONDITIONS FOR PROFESSIONAL SERVICES CONTRACTS

4.1. Providing Services

The Contractor must not honor any verbal requests for Services or perform or bill for any Services without receipt of a written Purchase Order issued by the Department. Any work performed by the Contractor without a written Purchase Order is done at the Contractor's risk. Consequently, in the event a written Purchase Order is not provided by the City, the Contractor releases the City from any liability whatsoever to pay for any work performed provided without a Purchase Order.

If indicated in the Scope or Detailed Specifications, the Services will be determined on an as-needed basis and as described on a Task Order Services Request ("TOSR") (which process is described in the Scope or Detailed Specifications). Only if the Contractor has successfully been awarded a Task Order will it then receive a Purchase Order (a.k.a. purchase order release, blanket order release, or sub-order) authorizing the Contractor to perform Services. Purchase Orders will indicate the specification number, purchase order number, project description, milestones, deadlines, funding, and other such pertinent information.

4.2. Standard of Performance

Contractor must perform all Services required of it under this Contract with that degree of skill, care and diligence normally shown by a Contractor in the community performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Contract. Contractor acknowledges that it may be entrusted with or may have access to valuable and confidential information and records of the City and with respect to that information only, Contractor agrees to be held to the standard of care of a fiduciary.

Contractor must ensure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide the City copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Contract.

If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor either under this Contract, at law or in equity.

Contractor shall not have control over, or charge of, and shall not be responsible for, construction means, methods, schedules, or delays, or for safety precautions and programs in connection with construction work performed by others.

To the extent they exist, the City may furnish structural, mechanical, chemical, air, and water pollution and hazardous materials tests, and other laboratory and environmental tests, inspections, and reports required by law or by authorities having jurisdiction over any work, or reasonably requested by Contractor.

In the event Contractor's Services include any remodeling, alteration, or rehabilitation work, City acknowledges that certain design and technical decisions shall be made on assumptions based on available documents and visual observations of existing conditions.

4.3. Deliverables

In carrying out its Services, Contractor must prepare or provide to the City various Deliverables. "Deliverables" include work product, produced by Contractor, including but not limited to written reviews, reports, recommendations, charts, analysis, designs, plans, specifications, drawings, or other similar products.

The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Contract or reasonably necessary for the purpose for which the City made this Contract. If the City determines that Contractor has failed to comply with the foregoing standards, the City has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Contract.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose for the benefit of the City and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Contract and the City's acceptance of partial or incomplete Deliverables in no way relieves Contractor of its commitments under this Contract.

4.4. Additional Services

Additional Services means those Services which are within the general scope of Services of this Contract, but beyond the description of services in the Detailed Specifications and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Contract. Any Additional Services requested by the Department require the approval by the City through a formal amendment pursuant to Section 1.4.9 of the Standard Terms and Conditions before Contractor is obligated to perform those Additional Services and before the City becomes obligated to pay for those Additional Services.

4.5. Timeliness of Performance

Contractor must provide the Services and Deliverables within the term and within the time limits required under this Contract, pursuant to Detailed Specifications or as specified in the applicable Task Order or Purchase Order. Further, Contractor acknowledges that TIME IS OF THE ESSENCE and that the failure of Contractor to comply with the time limits may result in economic or other losses to the City.

Neither Contractor nor its agents, employees or Subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

4.6. Suspension

The City may at any time request that Contractor suspend its Services, or any part of them, by giving 15 days prior written notice to Contractor or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Contractor must promptly resume its performance of the Services under the same terms and conditions as stated in this Contract upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Contractor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Contractor as a result of recommencing the Services must be treated in accordance with the compensation provisions of this Contract.

No suspension of this Contract is permitted in the aggregate to exceed a period of 45 days within any one year of this Contract. If the total number of days of suspension exceeds 45 days, Contractor by written notice to the City may treat the suspension as an early termination of this Agreement under the "Standard Terms and Conditions."

4.7. Personnel

4.7.1. Adequate Staffing

Contractor must, upon receiving a fully executed copy of this Contract, assign and maintain during the term of this Contract and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. The level of staffing may be revised from time to time by notice in writing from Contractor to the City with a detailed explanation and/or justification only with prior written consent of the Commissioner, which consent the Commissioner will not withhold unreasonably. The City may also from time to time request that the Contractor adjust staffing levels to reflect workload and level of required Services or Additional Services.

4.7.2. Key Personnel

In selecting the Contractor for this Contract the City relied on the qualifications and experience of those persons identified by Contractor by name as performing the Services ("Key Personnel"). Contractor must not reassign or replace Key Personnel without the written consent of the Commissioner, which consent the Commissioner will not unreasonably withhold. The Commissioner may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Contract by one or more Key Personnel. Upon that notice Contractor must immediately suspend the services of such person(s) and provide a replacement of comparable qualifications and experience who is acceptable to the Commissioner.

Contractor's Key Personnel, if any, are identified in the Scope of Services / Detailed Specifications portion of this Contract.

4.7.3. Salaries and Wages

Contractor and any subcontractors must pay all salaries and wages due all employees performing Services under this Contract unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Contract Contractor underpays any such salaries or wages, the Comptroller for the City may withhold, out of payments due to Contractor, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Contractor to the respective employees to whom they are due. The parties acknowledge that this paragraph is solely for the benefit of the City and that it does not grant any third party beneficiary rights.

4.8. Ownership of Documents

Except as otherwise agreed to in advance by the Commissioner in writing, all Deliverables, data, findings or information in any form prepared or provided by Contractor or provided by City under this Contract are property of the City, including all copyrights inherent in them or their preparation. During performance of its Services, Contractor is responsible for any loss or damage to the Deliverables, data, findings or information while in Contractor's or any Subcontractor's possession. Any such lost or damaged Deliverables, data, findings or information must be restored at Contractor's expense. If not restorable, Contractor must bear the cost of replacement and of any loss suffered by the City on account of the destruction. Notwithstanding the foregoing, Contractor shall retain all rights to its standard details and specifications and proprietary software, and nothing in this section shall be construed to be a transfer of rights which are not owned by Contractor.

4.9. Copyright Ownership and other Intellectual Property

Contractor and the City intend that, to the extent permitted by law, the Deliverables to be produced by Contractor at the City's instance and expense under this Contract are conclusively considered "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq., and that the City will be the sole copyright owner of the Deliverables and of aspects, elements and components of them in which copyright can subsist, and which are owned and transferable by, and of all rights to apply for copyright registration or prosecute any claim of infringement. To the extent that any Deliverable does not qualify as a "work made for hire", Contractor hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the City, its successors and assigns, all right, title and interest in and to the copyright and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the City under this Contract and all goodwill relating to them, free and clear

of any liens, claims or other encumbrances, to the fullest extent permitted by law. Notwithstanding the foregoing, Contractor shall retain all rights to its standard details and specifications and proprietary software, and nothing in this section shall be construed as a transfer of rights, which are not owned by Contractor. Contractor shall have no liability or duty whatsoever for any modification or change of the Deliverables or work, without Contractor's direct involvement and consent.

Contractor will, and will cause all of its Subcontractors, employees, agents and other persons within its control to, execute all documents and perform all acts that the City may reasonably request in order to assist the City in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the City. Contractor warrants to the City, its successors and assigns, that, on the date of delivery, except as expressly stated otherwise in writing to the Commissioner or before that date: (a) Contractor will be the lawful owner of good and marketable title in and to the copyrights for the Deliverables it prepared, (b) Contractor will have the legal rights to fully assign the copyrights, (c) Contractor will not assign any copyrights and will not grant any licenses, exclusive or nonexclusive, to any other party (except pursuant to (3) below), (d) Contractor is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables, (e) the Deliverables will be complete, entire and comprehensive within the standard of performance under Section 2.3 of this Contract, and (f) the Deliverables will constitute works of original authorship.

4.9.1. Patents

If any invention, improvement, or discovery of the Contractor or its Subcontractors is conceived or first actually reduced to practice during performance of or under this Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor must notify the City immediately and provide the City a detailed report regarding such invention, improvement, or discovery. If the City or the Federal Government determines that patent protection for such invention, improvement, or discovery should be sought, Contractor agrees to seek patent protection for such invention, improvement, or discovery and to fully cooperate with the City and the Federal Government throughout the patent process. The Contractor must transfer to the City, at no cost, the patent in any invention, improvement, or discovery developed under this Contract and any patent rights to which the Contractor purchases ownership with funds provided to it under this Contract.

4.9.2. Indemnity

Without limiting any of its other obligations under this Contract and in addition to any other obligations to indemnify under this Contract, Contractor must, upon request by the City, indemnify, save, and hold harmless the City, the Federal Government and their respective officers, agents, and employees acting within the scope of their original duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use

or disposition of any Deliverables furnished under the Contract. The Contractor is not required to indemnify the City or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the City or Federal Government.

4.9.3. Limitation of Liability

Contractor will have no liability to the City for losses arising out of any use by or through the City of Deliverables prepared by Contractor pursuant to this Contract for any project or purpose other than the project or purpose for which they were prepared.

4.10. Suspension

The City may at any time request that Contractor suspend its Services, or any part of them, by giving 15 Calendar Days prior written notice to Contractor or in the event of emergency, upon informal, oral, or even no notice. No costs incurred after the effective date of such suspension are allowed. Contractor must promptly resume its performance of the Services under the same terms and conditions as stated in this Contract upon written notice by the CPO and such equitable extension of time as may be mutually agreed upon by the CPO and Contractor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Contractor as a result of recommencing the Services must be treated in accordance with the compensation provisions of this Contract.

4.11. Insurance

Contractor must provide and maintain at Contractor's own expense, during the term of this Contract and any time period following expiration if the Contractor is required to return and perform any of the work or services under this agreement, the insurance coverages and requirements specified in the Insurance Requirements and Evidence of Insurance Exhibit of this Contract, insuring all operations under this Contract.

ARTICLE 5. SCOPE OF WORK AND DETAILED SPECIFICATIONS

5.1. Scope of Services

This Contract is for Management of Public Parking and ground Transportation Facilities – Chicago O'Hare International Airport.

More specifically, the Services that Consultant must provide are described in **Exhibit 1**, "Scope of Services and Time Limits for Performance."

This description of Services is intended to be general in nature and is neither a complete description of Contractor's Services nor a limitation on the Services that Contractor is to provide under this Contract.

5.2. List of Key Personnel

Key Personnel are listed in **EXHIBIT 1**.

5.3. Term of Performance

This Agreement takes effect as of the Effective Date and continues for a period of five (5) years, except as provided under the paragraph regarding "Contract Extension Option" or the section regarding "Events of Default and Termination" in the "Standard Terms and Conditions" above, until the later of (i) June 30, 2017, as that date may be extended pursuant to "Contract Extension Option," or (ii) completion of the final task assigned before the date, if and as extended, in (i).

5.4. Payment

5.4.1. Basis of Payment

The City will pay Contractor according to the Schedule of Compensation in the attached **Exhibit 2** for the completion of the Services in accordance with this Agreement, including the standard of performance found in "Special Conditions for Professional Services Contracts," above.

5.4.2. Method of Payment

Contractor must submit monthly invoices to the City for costs billed, as outlined in the Schedule of Compensation in **Exhibit 2**. The invoices must be in such detail as the City requests. The City will process payment within 60 days after receipt of invoices and all supporting documentation necessary for the City to verify the Services provided under this Agreement.

5.5. Funding

The source of funds for payments under this Contract is Fund number **2012 740 85 4050 0140 0140**. Payments under this Agreement must not exceed **\$145,000,000.00** without a written amendment in accordance with the Amendments section of the "Standard Terms and Conditions" above. Funding for this Contract is subject to the availability of funds and their appropriation by the City Council of the City.

5.6. Minority and Women's Business Enterprise Commitment

In the performance of this Contract, including the procurement and lease of materials or equipment, Contractor must abide by the minority and women's business enterprise

commitment requirements of the Municipal Code of Chicago ("Municipal Code"), 2-92-420 et seq. (1990), except to the extent waived by the Chief Procurement Officer and the Special Conditions Regarding MBE/WBE Commitment set forth as an exhibit to this Contract.

The contract-specific goals for this Contract are as follows:

MBE 25.0 %, WBE 5.0 %

Contractor's completed Schedules C-1 and D-1, evidencing its compliance with this requirement, are a part of this Contract, upon acceptance by the Chief Procurement Officer. Contractor must utilize minority and women's business enterprises at the greater of the amounts listed in those Schedules C-1 and D-1 or the percentages listed in them as applied to all payments received from the City.

[Signature Pages, Exhibits and Schedules follow.]

CONTRACT SIGNATURE PAGE

Contract No.: **26601**

Specification No.: **97199**

Vendor Name: **Standard Parking Corporation**

Total Amount (Value): **\$145,000,000.00**

Fund Chargeable: **2012-740-85-4050-0140-0140**

By: [Signature]
Its: President

Attest: [Signature]

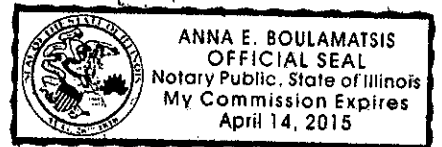
State of Illinois
County of Cook

This instrument was acknowledged before me on this 19th day of July, 2012
by James A. Wilhelm as President (or other authorized officer) and Robert
N. Sacks as Secretary of Standard Parking Corporation (Corporation Name).

Notary Public Signature

(Seal)

Commission Expires: 4/14/15



CITY OF CHICAGO

Rahm Emanuel SRP 8/9/12
Mayor Date

[Signature] 8/1/12
Comptroller Date

[Signature]
Chief Procurement Officer

03 AUG 08 2012
Date

EXHIBIT 1: SCOPE OF SERVICES AND TIME LIMITS FOR PERFORMANCE

Placeholder Page

Key Personnel

Standard Parking Corporation

Key Personnel – Specification # 97199

Management of Public Parking and Ground Transportation
O'Hare International Airport Parking Facilities

General Manager – Wayne Lasinski
Assistant General Manager, Finance – Lou Geraci
Manager of Special services – Emilio Gervasio
Security Manager – Jack Lamb
Quality Control Manager – Don Caputo
Facility Reporting – Rich Kapper
Minority and Insurance Reporting – Mike Swartz
Director: Claims/Risk – Jim Ostling
Client Reporting – Brian Carrie
Director Accounts Payable – Joe Anderson
Planning and Analysis – Lisa Jakstas
I.T. Department – Nicole Leung
I.T. Department – Sharon Stahler
Treasury – Mark Lenihan
Accounts Receivable Supr. – Selda White
Procurement Services – Tim Banks
Risk Management – Tim Nickerson
Sr. V.P. Internal Audit – Mike D'Agostino
Internal Auditor – Mary Clark
Internal Auditor – Megan LaVelle

Standard Parking
Chicago O'Hare International Airport
Parking Facilities Operation Organization Chart

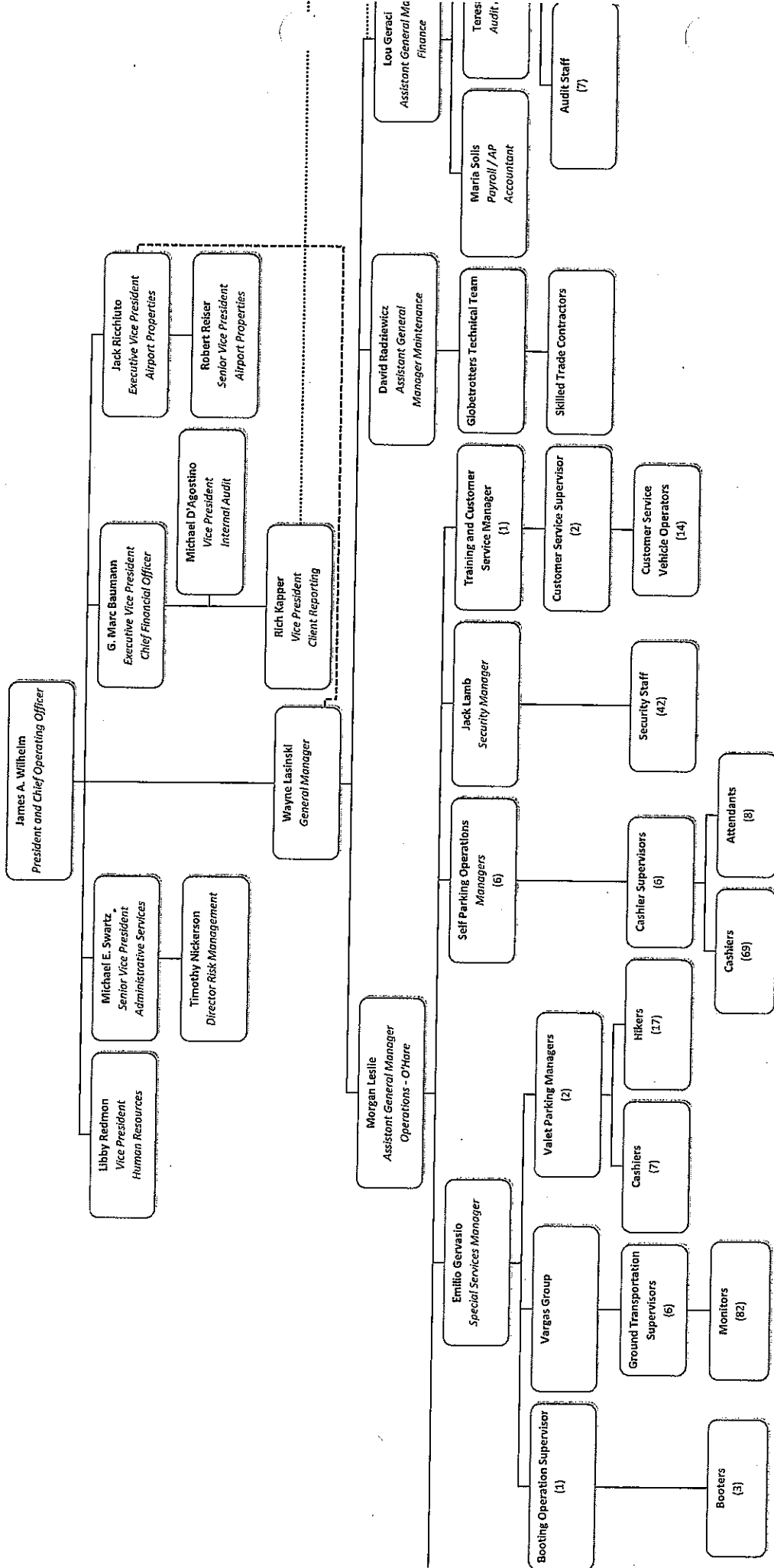


EXHIBIT 1

SCOPE OF SERVICES

EXHIBIT 1

I. SCOPE OF SERVICES

The Contractor must provide management services necessary to effectively and efficiently operate 25,845 revenue parking spaces and all related facilities that include the Elevated Parking Structure ("EPS") with related Elevator Centers, Outside Parking Lots "B" and "C" and the International Terminal Parking Facilities Lot "D"; Valet Parking and Hourly Parking on Level One of the EPS; Economy Parking Lots "E", "F" and "G", and any future parking lot improvements or structures modifications that may be developed during the term of the Contract ("Parking Facilities"). The Contractor will also be responsible for management services required to operate the ground transportation facilities as described and referenced in Section XIII Ground Transportation herein (the "Ground Transportation Facilities" and together with the Parking Facilities, the "Facilities"). This includes 20 entry and 30 exit lanes and the associated equipment, computerized revenue control system, and all collection, reporting and security systems. See Attachment A, indicating existing Parking Facilities and available parking spaces to be managed.

The Contractor will be provided with office space located in the shuttle bus center and with non-revenue parking spaces for employee parking under the bridge leading to level 1 of the main parking garage. During the term of the Contract, the Chicago Department of Aviation ("Department") will be improving or replacing revenue control equipment/systems. Additionally, the Department may, during the term of this Contract, improve and/or expand or decrease the Parking Facilities which may require parking area closures and traffic flow modifications.

The Contractor must comply with all applicable statutes, laws, ordinances, rules, regulations, required licenses and permits to operate the Parking and Transportation Facilities on a 24-hour, 7 days-a-week, 365 days per year (full time) basis with sufficient key personnel and resources to assure an effective, efficient, courteous, secure, cost effective and convenient operation.

Management and front line staffing levels described in this Exhibit 1 – Scope of Services and the attachments hereto (Attachment A- Parking Facilities (Description); Attachment B – Current Public Parking Facilities; Attachment C - O'Hare Parking Division Functional Outline for Revenue Control System; Attachment C-1 - Summary Technical Specification for PARCS System; Attachment D -Vehicle Booting Services; Attachment E - Payment Card Industry (PCI) Compliance; Attachment F - Ground Transportation Monitor Duties; Attachment G - General Maintenance Cleaning – Quality Standards; Attachment H - Sample Maintenance Schedule) reflect current service levels acceptable to parking customers and the Department.

The services include Parking Management and supporting operations, Valet, Customer Service, Security, Custodial Service, Facility Maintenance and Revenue Control Maintenance and Report Generation. The Contractor must provide uniforms for all Parking Management and supporting operations staff, including but not limited to; valet, customer service, security, custodial, maintenance and revenue control/reporting staff, which shall be worn whenever such staff members are performing Parking operations services on the premises. The Contractor's performance will be monitored, coordinated, tracked, prioritized and accounted for by a maintenance control authority designed by the Department.

The services to be included in this Scope of Services include the following:

- General Management

- Revenue Collection
- Valet Parking Services
- License Plate Inventory
- Customer Services
- Snow Removal
- Facility Maintenance
- Custodial Services
- Security Services
- Ground Transportation Services
- Vehicle Booting Services
- Payment Card Industry Compliance (PCI)
- Management of Parking Access Revenue Control System (PARCS)

The services described in this Exhibit 1 – Scope of Services (the “Scope of Services”) reflect the current needs of the City of Chicago’s Department of Aviation; however, these needs may change. As a result, the CDA reserves the right to modify and/or delete any portion of the Scope of Services at any time.

The CDA is in the process of procuring services to upgrade the Parking Access Revenue Control System (PARCS). The implementation of this system is likely to affect the management of the Parking Facilities in terms of operations, labor demands and maintenance of the system.

II. PARKING OPERATIONS:

Includes, at a minimum, onsite management and support staff and over-sight of those positions responsible for revenue collection.

A. General Management/Support Staff: Onsite to management of parking operations and the administration of personnel services at least 5 days per week Monday through Friday for a total of approx. 400 hours (10 full-time staff).

1. Prepare an annual operating budget, subject to the Department’s approval.
2. Provide and maintain floor-reminder system, including signage, on all levels of the EPS.
3. Provide Parking Facilities employees with uniforms approved by the Department. This includes parking attendants, cashiers, security personnel, custodial personnel, maintenance personnel, engineering personnel, ground transportation personnel and valets.
4. Provide Department compatible mobile communication systems for parking personnel.
5. Provide all necessary telephone service lines and equipment necessary for signage and daily data transfer.
6. Provide parking ticket stock and other related materials and supplies for parking and cash operation and management of the Parking Facilities.
7. Participate in planning for future expansion/ or reduction modifications to existing facilities and provide necessary management operation.
8. Provide and maintain all vehicles necessary to operate and manage all aspects of the Parking Facilities as detailed in the scope of services. Inclusion of alternatively-fueled (i.e., electric, compressed natural gas) vehicles is detailed in Section **X.B. SUSTAINABLE PRACTICES, Use of Alternately Fueled Vehicles** below.
9. Relocate existing and/or provide new cashier booths as necessary to enhance existing efficiency and traffic flow.

10. Provide the management and support services set forth in the "Functional Outline for Revenue Control System", Attachment No. 3 of this Agreement.

B. Operational Managers: Three daily shifts for total of approx. 200 hours a week.

III. REVENUE COLLECTION:

The Contractor will be responsible for revenue collection at the Parking Facilities twenty-four (24) hours seven (7) days a week with 3 shifts totaling 3,200 hours. The Contractor must collect all parking fees and charges and maintain bookkeeping and accounting records (including daily activity reports) in accordance with generally accepted accounting principles and practices as directed by the Department. Revenue collection staff consists of the following titles and approximate hours a week by shift:

- A. Cashiers:
 - Shift 1 (currently 6am – 2 pm) approx. 800 hours a week
 - Shift 2 (currently 2pm – 10pm) approx. 1550 hours a week
 - Shift 3 (currently 10pm – 6am) approx. 800 hours a week
- B. Cashier Supervisors for all 3 shifts total 260 hours a week
- C. Parking Attendant Staffing total of 400 hours a week
- D. Audit Staffing total of 280 hours a week
- E. License Plate Inventory ("LPI") Staffing total of 520 hours a week. Maintain an existing license plate inventory system for documenting license plate numbers of vehicles entering the Parking Facilities and interfacing that data with the Revenue Control System. If the fully automated License Plate Recognition ("LPR") system is not functioning, an inventory of license plates is manually taken during the hours of 11:00 p.m. and 6:00 a.m. with data entered into the Revenue Control System ("RCS") by 6:00 a.m. the same day the vehicles entered the Parking Facilities. The LPI system is a City of Chicago Department file that is proprietary to the City and is contingent upon interaction of the RCS. The LPI system also assists the Chicago Department of Finance with booting services.

IV. VALET PARKING SERVICES:

Located on Level One of the EPS near Elevator Centers Two (United Airlines) and Five (American Airlines). Weekly staffing for the following titles:

- A. Valet attendants at approx. 700 hours for 3 shifts
- B. Valet cashier at approx. 360 hours for 3 shifts
- C. Valet management at approx. 120 hours for 3 shifts

V. CUSTOMER SERVICE:

Customer Service sends/receives approximately 4,500 letters annually. The Contractor will maintain a full and complete record of all complaints/incidents and resolutions and submit a summary of all such actions to the Department. The service level requirements are to cover twenty-four (24) hours a day, seven (7) days a week, with three shifts for a total of over approximately 720 hours including full-time emergency services free of charge to the public in the Parking Facilities. Such services include, free of charge to the public, but are not limited to, the following:

- A. Tire inflation/ and change
- B. Jump starting vehicles
- C. Lock-out assistance
- D. Car search/location assistance
- E. Customer escort service

Customer Service staff:

- Customer Service Vehicle Operators (three shifts)
- Customer Service Dispatcher (three shifts)
- Customer Service Supervisors (three shifts)

VI. SNOW REMOVAL:

The Contractor must coordinate with a snow removal Contractor as necessary to facilitate snow removal operations from the Parking Facilities. Contractor will be required to develop and submit to the Department for approval, a snow removal plan for the Parking Facilities. Currently, a separate provider that is contracted by the Department's Landside Operations removes snow accumulations over 4 inches (the "Snow Removal Contractor") and for less than 4 inches the Department provides salting and plowing. However, the Contractor must provide snow removal from all pedestrian walkways, handicapped parking spaces, bus shelter areas, as necessary, located throughout the Parking and level 6 of the EPS. The Contractor will be responsible for the management of the Snow removal Contractor's efforts in the Parking Facilities.

VII. FACILITY MAINTENANCE:

The Contractor will provide for the routine maintenance and repair of the following areas of the physical plant in all of the Parking Facilities:

- A. Electrical systems, changing of light bulbs, ballasts and cleaning of fixtures.
- B. Concrete roadway, flooring and curbing, and related asphalt located on the EPS Outer Lots B and C as well in Remote Lots E, F and G.
- C. All drainage and plumbing systems.
- D. All heating, air conditioning and exhaust systems.
- E. Maintenance and repair of elevators, escalators and moving sidewalks and installation of safety devices and upgrades.
 - 1. Maintenance includes but is not limited to full coverage preventative maintenance, routine work, preventative maintenance repairs, call-back service, emergency service, routine and periodic tests, inspection and cleaning. The Contractor will be fully responsible for the preventative maintenance as specified herein for elevators, escalators and moving walkways and shall be required to continually keep the equipment in compliance with the applicable A17 1 Elevators and Escalator Safety Code and the A17 3 Safety Code for Existing Elevators and Escalators and the applicable governing authority's local laws.
- F. Landscape maintenance relating to areas in or adjacent to all Parking Facilities.

1. Contractor's landscaping responsibilities include maintenance of the existing plants, planting beds, trees and shrubbery as well as annual plantings in as directed by and in coordination with the Department.
- G. Painting of areas as necessary including striping of parking spaces as directed by the Department.
- H. Signage - interior/exterior:
1. Install and maintain parking-related signage as directed by the Department, both within all Parking Facilities and on designated public areas/roadways.
 2. Maintain all existing and future signage (both painted and stand-alone) installed within all Parking Facilities.

VIII. CUSTODIAL SERVICES:

- A. The Contractor will be responsible for custodial services of the physical plant including elevator inspections, snow removal services and quality assurance – totals approx. 730 hours weekly (not inclusive of overtime requests) – including:
1. Regular cleaning of interior and exterior of the cashier booths, administrative offices, elevators and elevator centers, shuttle bus stands and ATS Station, ground level, Lots "E", "F", and "G". See Attachment No. H, Sample Maintenance Schedule.
 2. Cleaning of all pavement areas within the EPS and ATS Station in Lot "E" including utilizing high pressure cleaning equipment at least once in the spring and at least once in the fall of each year.
 3. Applying a concrete weather coating sealant to all areas of the EPS immediately after the spring-cleaning.
 4. Parking structure custodial services, including, regularly sweeping, emptying of trash receptacles and pick-up of debris. All areas in and around are to be kept clean and free of debris.
 5. Retaining the services of a qualified subcontractor to handle all trash, garbage and other refuse created in the performance of its Services and to dispose of the same. All such handling and disposal must be done in a sanitary and environmentally safe manner and in accordance with all applicable laws, ordinances, rules, and regulations, as well as any programs established from time to time by the Commissioner.
 6. Weekly sweeping / scrubbing of EPS decks.
 7. Providing adequate supplies, tools and materials to perform the above mentioned custodial services to the satisfaction of the Department.
 8. For all products used in the conduct of custodial services, please refer to SAM ("Sustainable Airport Manual") Appendix AP-A – Green Product Listing (www.airportsgoinggreen.org/SAM)
- B. **Contractor's Custodial Management Duties** – approximately 40 hours a week - include:
1. Creating all schedules and resolving any scheduling/staffing issues, authorizing overtime, reallocating manpower as necessary according to the needs of the facility and the patterns of patron flow.
 2. Providing all uniforms for custodial personnel.

3. Regularly touring and inspecting the facility, conferring with the custodial supervisors on issues of performance, cleaning schedules and scope of work to be performed.
4. Interacting with management of parking operator to ensure cleaning and maintenance standards are consistently met and that client is satisfied with performance.
5. Recruiting and supervising snow removal workers and monitoring the clearing of sidewalks, bus shelters, the ATS and other areas during snow season.

C. Contractor's Custodial Supervisors Duties - approx. 100 hours a week - 3 shifts – include:

1. Ordering, receiving and monitoring the use of all supplies and cleaning products.
2. Adjusting scheduling and staffing on shift by shift basis to ensure all scheduled work is performed.
3. Resolving any disputes or issues that may occur on the shift.
4. Monitoring the work product at all times throughout the shift.
5. Ensuring completion of additional tasks/projects as requested by client.
6. Enforcing standards of custodial personnel with regard to appearance, attitude, punctuality, performance.

IX. SECURITY:

Contractor will provide full-time security services to the Parking Facilities with uniformed security personnel. Contractor shall state the type of security equipment to be utilized in order to perform the security functions, i.e., all existing, additional or elimination of cameras, additional emergency call boxes, radios, etc.

Security services include motorized and canine in all lots totaling over 1,850 hours of on-site patrol twenty-four (24) hours a day, seven (7) days a week, including all three shifts.

- Motorized (all lots) approximately 670 hours
- Canine patrol (Daily/Hourly) approximately 670 hours

The current security program relating to O'Hare Parking Facilities includes the following:

ELEVATED PARKING STRUCTURE

1. At the discretion of the Chicago Department of Aviation, a fixed camera monitor for every floor of each of the 6 elevator center vestibules may be operational. The cameras may be connected to the 2 monitoring stations located in the Parking Division Office Complex located at the west end of the Bus/Shuttle Center that is viewed by Parking Division personnel.
2. Every parking floor may be equipped with six (6) pan and tilt cameras to monitor the

parking areas. Cameras are also positioned to overlook the adjacent Outside East and Outside West lots. The cameras connect to the 2 monitoring stations located in the Parking Division Office Complex and are viewed by Parking Division personnel.

3. Each elevator is equipped with a 2-way emergency intercom system. The intercom system connects to the Camera Monitoring Station located in the Parking Division Office Complex and is monitored by Parking Division personnel as well as Department of Aviation personnel in the H & R Facility.
4. There are approximately 42 Customer Assistance Intercoms located throughout the EPS, Parking Lots "B" and "C" parking areas. The intercoms connect to the Camera Monitoring Station located at the Parking Division Office Complex and are monitored by a Parking Attendant.
5. The Parking Contractor will provide an Outside Security Firm to establish Security/Escort service within the EPS and Parking Lots "B" and "C" parking areas. Six (6) security officers utilize six (6) vehicles to drive throughout the areas during a respective shift; a supervisor and dispatcher are also on duty during each shift.
6. The following security upgrades are implemented during holidays and peak traffic periods at the direction of the Department:

The Contractor adds additional security officers when it appears there may be a problem, which usually adds up to ten (10) days of work hours equaling approximately 80 hours.

X. SUSTAINABLE PRACTICES

A. Sustainable Airport Manual. The Chicago Department of Aviation is embracing the best possible environmental, social, and fiscally responsible practices to enhance the quality of life and complement the overall mission and goals of the City of Chicago. The Sustainable Airport Manual® (SAM) is an integral part of Chicago's ongoing efforts toward implementing more environmentally sustainable buildings and civil infrastructure, incorporating best practice guidance for planning, operations and maintenance of all City airport facilities and functions, and those of its tenants. The purpose of the SAM is to integrate *airport-specific* sustainable planning and practices early in the design process, through planning, construction, operations, maintenance and all airport functions with minimal impact to schedule or budget. To achieve greater success, Contractor must consider the SAM in every aspect of its projects and daily activities. The SAM is available at www.airportgoinggreen.org/SAM.

B. Use of Alternately Fueled Vehicles. Contractor must provide and maintain all vehicles necessary to operate and manage all aspects of the Parking Facilities as detailed herein ("Vehicle(s)"). All Contractor support vehicles must operate on alternative fuels as specified below. These vehicles are anticipated to include passenger vehicles, small and large SUVs and pickup trucks, repair vehicles, and specialty vehicles as applicable.

1. **Qualified Vehicles.** The Department recommends that all Vehicles be new (i.e. model year 2011 or newer) and requires all Vehicles to have engines manufactured to comply with US EPA 2011 on-highway emissions regulations. Contractor is required to have at least one electric Vehicle dedicated to the performance of the services specified herein throughout the duration of its contract with the City.

2. **Alternative Fuel.** Each vehicle used in the performance of the services described herein must be capable of being fueled with an alternative fuel¹ defined based on the options listed below:
 - Electric
 - Hybrid-Electric (gasoline or diesel/electric) Note: the diesel component must be 20% biodiesel as noted below)
 - Biodiesel - Mixtures containing 20% (or greater) biodiesel meeting ASTM D 6751 (See Specification #3Fuel Types below)
 - Natural gas (CNG - compressed or liquefied)
 - Liquefied petroleum gas (propane)
3. **Fuel Types.** Diesel fuel used in conjunction with low-emission, hybrid, bi-fuel, and dual-fuel engines is limited to ultra low sulfur diesel (ULSD) fuel and the alternative fuels listed above. As defined by the U.S. EPA, ULSD fuel has a maximum sulfur content of 15 parts per million (ppm). The diesel component must be a biodiesel blend of not less than 20% biodiesel meeting ASTM D 6751² (with 80% petroleum ULSD diesel) regardless of season/climate. Common biodiesel feedstocks are typically based on new and used vegetable oils, such as soy, mustard, canola, safflower, rapeseed, and/or palm oils; the biodiesel must not be derived from animal-based feedstocks. The biodiesel fuel price must be taken from an index that bases the price off a soy methyl ester (SME) feedstock.
4. **Infrastructure.** Contractor must provide the infrastructure and fuel necessary to operate all vehicles used to provide the services described in this Scope of Services. For example, use of electric vehicles requires installation of a charging station. Contractors must submit proposed locations of the infrastructure or strategy to obtain fuel; no fuel infrastructure, facility, or location will be provided by the City.
5. **No-idling Policy.** Contractor must strictly enforce a no-idling policy on all drivers performing the services described herein to reduce any need for idling. Each vehicle must be outfitted with a functioning idle-shutdown timer to automatically shut down the vehicle's engine after three minutes of idling. Idle-reduction devices must allow for the elimination of unnecessary idling while providing for the comfort and safety of the driver.
6. **Original Equipment Manufacturer.** Contractor must provide the City with evidence that all vehicle propulsion systems are warranted by the Original Equipment Manufacturer (OEM) to operate on alternative fuels.
7. **Records/Reporting.** Contractor must:
 - a. provide an inventory of all vehicles in service, the type of fuel or technology used, and any other documentation requested by the Department to verify compliance.

¹The Energy Policy Act of 1992, as amended by the Energy Conservation Reauthorization Act of 1998, EPCA 2005, and the Energy Independence and Security Act of 2007, (EPCA) generally defines an "alternative fuel" as a fuel that is substantially non-petroleum and yields energy security and environmental benefits. For more information about alternative vehicle fuels, consult: <http://www.afdc.energy.gov/afdc/fuels/index.html>.

² ASTM International, originally known as the American Society for Testing and Materials (ASTM), is a globally recognized leader in the development and delivery of international voluntary consensus standards. ASTM D 6751 is a widely accepted standard specification for biodiesel fuel.

- b. annually submit to the Department, vehicle registrations including; vehicle type, make, model, year, horsepower rating, and VIN.
 - c. maintain logs of all fuel used and submit monthly fuel usage reports to the Department on a quarterly basis.
 - d. maintain on-file certified laboratory results confirming the blend, quality, and quantity of the alternative fuel used; certified laboratory results must be submitted to the City on a semi-annual basis. The Department has the right to inspect vehicles and sample fuel as necessary to verify compliance with the requirements of this section.
8. **Vehicle Labeling.** Each vehicle must be clearly marked as an alternatively fueled vehicle. Such signage, markings, decals, etc. are to be approved by the Department.
9. **Fuel Efficient Driver and Vehicle Operating Training.** Contractor is encouraged to administer eco-driving and vehicle operating training annually to its drivers, to ensure that alternatively fueled vehicles are used as intended and that driving techniques are used that reduce fuel consumption, greenhouse gas emissions, and accident rates.

C. Sustainability Requirements. The Chicago Department of Aviation (CDA) is embracing the best possible environmental, social, and fiscally responsible practices to enhance the quality of life and complement the overall mission and goals of the City of Chicago. The Sustainable Airport Manual ("SAM") is an integral part of Chicago's ongoing efforts toward implementing more environmentally sustainable buildings and civil infrastructure, incorporating best practice guidance for planning, operations and maintenance of all City airport facilities and functions, and those of its tenants.

The purpose of the SAM is to integrate airport-specific sustainable planning and practices early in the design process, through planning, construction, operations, maintenance and all airport functions with minimal impact to schedule or budget. To achieve greater success, the SAM should be considered in every aspect of a project and daily activities. The SAM is available at www.airportsgoinggreen.org/SAM.

To assist in implementation, monitoring and enforcement of these requirements, a representative from the CDA Environment Division will participate in routine meetings with the Contractor.

Sustainability: Administrative

For purposes of this contract, the following sustainability requirements apply to all Contractor administrative Work associated with this contract, both on- and off-site:

SAM 2.0 Reference

Green Meetings

Green Meeting Practices guide meeting hosts, planners and attendees toward more eco-friendly meetings and incorporate environmental considerations into planning and conducting meetings in order to minimize the negative impact on the environment. Whenever applicable, Contractor must follow the green meeting practices outlined in SAM, or existing corporate sustainability policy, whichever is more stringent.

AP1

Document Reduction and Recycling Initiative (DRRI)

The DRRI is intended to reduce the volume of paper used and facilitate the recycling of documents. Contractor must implement the DRRI, which has the following main objectives in the context of the work under this specification: 1) Identify and issue only essential paper copies, 2) Provide a simple, yet effective means for recycling documents.

AP2

Corporate Sustainability Policy

Keeping with the spirit and intent of the SAM, Contractor working in support of CDA on this project must establish and adopt its own corporate policy on sustainable practices within 60 days of contract execution. Contractor is also required to identify and maintain an "Environmental Liaison" to facilitate the dissemination of environmental information within the workplace and create a link with CDA staff for environmental issues.

AP3

Recycled Content Paper

Intended to reduce the need for virgin materials, energy, and waste associated with the production of paper by promoting the use of recycled content paper. Contractor is required to purchase and utilize print/copy paper that is chlorine-bleach free.

AP5

AND

For all office paper purchased for routine daily business administration and operations, minimum 30% recycled content is required.

Storage and Collection of Recyclables

In administrative space assigned and designated by CDA for Contractor use, Contractor must utilize dedicated area or areas that serve for the collection and storage of materials for recycling, including paper, corrugated cardboard, glass, plastics and metals. When CDA implements a composting program, an area must also be dedicated to collection and storage of compostable food waste for the Contractor.

None

Energy Efficient Lighting

Contractor will be required to develop a comprehensive relamping program for the Elevated Parking Structure (EPS) at O'Hare International Airport. The EPS currently uses approximately 5,000 150-watt metal halide lamps with halophane fixtures throughout the multi-level structure. These lights are on 24 hours per day, seven-days per week for lighting and safety reasons. The Contractor's proposed relamping program should include modernization of the existing lighting and improve efficiency and a proposed dimming schedule sequence to provide safety, but reducing overall electrical consumption and providing cost savings to the CDA. As part of the Contractor's proposal, the amount of electricity saved and anticipated cost savings to CDA shall be clearly identified and reported annually on the anniversary of the Contract.

Contractor shall submit the proposed relamping program to the CDA for review and approval. Contractor will be required to purchase, install, commission and operate the lighting units (ballasts and fixtures) for the duration of this Contract. The CDA will purchase the bulbs/lamps and provide to the Contractor for installation. CDA will maintain an inventory of replacement bulbs/lamps and provide to Contractor as replacements are needed.

Sustainability: Custodial

For purposes of this contract, the following sustainability requirements apply to all Contractor and subcontractor custodial Work:

Equipment Maintenance

In order to minimize the environmental impact of construction and maintenance equipment and associated maintenance activities, Contractor and Contractor's subcontractors must follow the requirements of the CDA's Best Management Practices (BMP) Manual.

OM1.1

Green Cleaning: Sustainable Cleaning Equipment

Intended to reduce the exposure of occupants and maintenance personnel to potentially hazardous chemical, biological, and particulate contaminants, which adversely affect air quality, human health, and the environment. Contractor is required to implement a program for the use of janitorial equipment that reduces building contaminants and minimizes environmental impact. The cleaning equipment program must require the following:

- If any new equipment is purchased by the Contractor for provision of services under this contract, and Energy Star rated equipment is available that will provide the performance required for services, Contractor must purchase the Energy Star rated equipment. This requirement does not apply to any existing equipment. Vacuum cleaners are certified by the Carpet and Rug Institute "Green Label" Testing Program for vacuum cleaners and operate with a sound level of less than 70dBA.
- Carpet extraction equipment used for restorative deep cleaning is certified by the Carpet and Rug Institute's "Seal of Approval" Testing Program for deep-cleaning extractors.
- Powered floor maintenance equipment, including electric and battery-powered floor buffers and burnishers, is equipped with vacuums, guards and/or other devices for capturing fine particulates and operates with a sound level of less than 70dBA.
- Automated scrubbing machines are equipped with variable-speed feed pumps and on-board chemical metering to optimize the use of cleaning fluids.
- Powered equipment is ergonomically designed to minimize vibration, noise, and user fatigue.
- Equipment is designed with safeguards, such as rollers or rubber bumpers, to reduce potential damage to building surfaces.
- Contractor must maintain a log for all powered cleaning equipment to document the date of equipment purchase and all repair and maintenance activities and include vendor specification sheets for each type of equipment in use, for review by CDA as requested.

OM5.6.1

Implement Employee Sustainability Training Program

In keeping with the spirit and intent of the SAM, Contractor must establish, adopt and implement their own employee sustainability training program within 60 days of contract execution.

OM7.2

Staff Training

To support and encourage the operations, maintenance, upgrade, and project team integration for implementation of sustainability requirements, at least one principal participant of the project team must be LEED-credentialed or become LEED-credentialed within 180 days of contract execution.

OM7.3

Reduction of Plastic Waste: Biodegradable Trash Bags

Intended to reduce the amount of plastic that is sold and ultimately disposed. Contractor and its subcontractors are required to use only biodegradable trash bags that, once at a landfill, break down at a faster rate than traditional trash

CT12.9.3

bags.

Green Procurement Policy

Intended to reduce the environmental impact of products and services by developing a Green Purchasing Program. Contractor and its subcontractors are required to purchase supplies, materials, equipment, and other products meeting or exceeding the minimum requirements of the Green Product Listing below, if such items are reasonably available that meet applicable OSHA, CDC, or similar public health requirements.

AP4

Green Product Listing (SAM 2.0 Reference AP-A)

| Product | Product Type | Content Levels |
|--|--------------|--|
| Cleaning Products | | |
| Adhesive and Mastic Removers | --- | 58% minimum biobased content |
| Bathroom and Spa Cleaners | --- | 74% minimum biobased content |
| Carpet and Upholstery Cleaners - General Purpose | --- | 54% minimum biobased content |
| Carpet and Upholstery Cleaners - Spot Removers | --- | 7% minimum biobased content |
| Dust Suppressants | --- | 85% minimum biobased content |
| Floor Strippers | --- | 78% minimum biobased content |
| Glass Cleaners | --- | 49% minimum biobased content |
| Graffiti and Grease Removers | --- | 34% minimum biobased content |
| Hand Cleaners | --- | 64% minimum biobased content |
| Hand Sanitizers | --- | 73% minimum biobased content |
| Household Cleaners, General Purpose | --- | 39% minimum biobased content |
| Industrial Cleaners | --- | 41% minimum biobased content |
| Laundry Products - General Purpose | --- | 34% minimum biobased content |
| Laundry Products - Pretreatment/ Spot Removers | --- | 46% minimum biobased content |
| Multipurpose cleaners | --- | 56% minimum biobased content |
| Sorbents | --- | 89% minimum biobased content |
| Paper and Plastic Janitorial Supplies | | |
| Bathroom tissue | --- | 20-100% recovered fiber, including 20-60% postconsumer fiber |
| Facial tissue | --- | 10-100% recovered fiber, including 10-15% postconsumer fiber |
| General purpose industrial wipers | --- | 40-100% recovered fiber, including 40% postconsumer fiber |
| Paper towels | --- | 40-100% recovered fiber, including 40-60% postconsumer fiber |
| Plastic trash bags | --- | 10-100% postconsumer plastic |
| Industrial cleaners | | |
| All | --- | 41% minimum biobased content |

Sustainability: CDA & Tenant Assistance

At the discretion of CDA, the Contractor may be required to provide assistance directly to CDA and/or its tenants in the following areas. See SAM for additional details (www.airportsgoinggreen.org/SAM):

Solid Waste Management: Waste Stream Audit

During the term of this contract, CDA may wish to conduct a waste stream audit (conducted under separate contract), and Contractor may be asked to participate in completing CDA-provided forms addressing, for example, the number of trash/recycling pulls conducted by Contractor and/or its subcontractors in a given week within the terminal(s).

Community Education

From time to time, CDA may ask Contractor to provide information and assistance in promoting awareness of CDA Divisions and tenant environmental and sustainability initiatives.

Sustainability: Encouraged Activities

During the period of this Contract, the following Contractor activities are encouraged but are not required. See SAM for additional details (www.airportsgoinggreen.org/SAM):

Source Reduction and Repurposing of Goods

Contractor and its subcontractors are encouraged to change the purchase or use of material and products to reduce the amount of waste that is disposed of at landfills. This may include buying materials in concentrate, bulk, or products with reduced packaging or selecting supply chains that include "take-back" programs or provisions. Contractor and its subcontractors are encouraged to find appropriate opportunities for reuse of materials, equipment and products to reduce demand for virgin materials and reduce waste, thereby lessening impacts associated with the extraction and processing of virgin resources.

Reduction of Plastic Waste: Plastic Bottles

Contractor and its subcontractors are encouraged to use reusable containers or biodegradable bottles in place of single-use plastic bottles to reduce the amount of waste generated.

Alternative Commuting Transportation for Employees, SAM 2.0 Reference: OM1.8

Contractor and its subcontractors are encouraged to promote the use of commuting by alternative transportation in order to reduce pollution and land development impacts from conventional automobile use for commuting trips.

Innovation in Operations & Maintenance, SAM 2.0 Reference: OM6.0

The CDA believes that in many cases, Contractor may know best how to enhance sustainability of their own activities and operations. Therefore, the CDA encourages innovation within the Contractor team to routinely review, identify and implement new ideas, purchasing policies and actions to improve overall sustainability.

DOCUMENTATION (SAM 2.0 Reference, OM8.1)

Documenting Sustainable Measures

To assist in implementation, monitoring and enforcement of these requirements, a representative from the CDA Environment Division will participate in routine meetings with the Contractor to ensure that the requirements included herein are implemented and to review

progress with the Contractor regarding data collection and reporting requirements. Annually on the contract anniversary date, Contractor is required to document and report on their sustainability measures. CDA requires that the Contractor track these efforts over the life of the contract and provide CDA a comprehensive report documenting both successes and failures of pursuing the sustainability measures required and encouraged as part of this Contract. This report must be submitted to the Commissioner of Aviation and copied to samdocs@cityofchicago.org.

SAM Rating System

All activities conducted within this Contract are subject to review and rating through the Operations & Maintenance Chapter of the SAM. Contractor and its subcontractors are strongly encouraged to incorporate as many sustainable elements and practices into their efforts as possible. The SAM Operations & Maintenance Chapter is designed to certify the sustainability of ongoing building operations, operational and maintenance procedures, system upgrades, minor space-use changes, and minor facility alterations or additions, and training and educational programs. The SAM is available at www.airportsgoinggreen.org/SAM.

XI. DESCRIPTION OF SPECIAL SERVICES AND REQUIREMENTS:

The Department may, during the term of its agreement with the Contractor, consider other amenity based programs, which include, but are not limited to, the Frequent Parker Program. These services shall be performed at an additional agreed upon fee which should not be included in respondents' proposals. Contractor will be required to support such program(s) as required by the Department in the following ways:

- A. Support the implementation of a CDA parking program that rewards parkers for defined frequencies of use of the Parking Facilities. Participate with the Department in the evaluation of frequent parker program alternatives, the planning for implementation of a program at O'Hare, and the implementation (including necessary signage and promotions to advertise its availability) of such a program.
- B. Support of Pay-On-Foot System and possible expansion. The Contractor operates and maintains the Pay-On-Foot system for the payment of parking fees prior to reaching the exit cashier plazas in the Parking Facilities. The system shall include the necessary equipment installed in exit lanes to allow users of the system to exit through dedicated lane(s) at the exit plazas, which would include License Plate Recognition and Automated Vehicle Identification.
- C. Perform project management duties including, oversight of and cooperation with outside companies in the installation of an Automated Vehicle Identification ("AVI") program and revenue control equipment. The AVI system will provide the user of the O'Hare Parking Facilities the ability for a cash free, card free, hands free entrance and exit of the facility. This program can offer debit/credit parking payment through the use of AVI technology. Multiple levels of service can be incorporated into the program to allow access to a specific parking lot and reserved corporate parking within that lot.
- D. Assist and support the Department as needed with the installation and customer use of Electric Vehicle Charging Stations.
- E. Assist the Department as requested in the conduct of a potential re-lamping program for installation of improved energy efficient lighting.

- F. Additional Services - Task Order Services: consist of services above but which the Department may want to request the Contractor to perform for the Parking Facilities during the term of the agreement.

XII. REVENUE CONTROL RESPONSE STAFFING:

The Contractor will be responsible for adequate staffing in the event that a revenue control response mechanism (ticket spitter) is not functioning properly in the parking garage or at a remote lot. The Contractor will be responsible for staffing during on-call hours 6:00 a.m./1:00 a.m., seven (7) days a week. Minimum response times are as follows:

- On call hours (6am-1am): 10 minutes
- Off duty hours (1am – 6am): 2 hours

XIII. GROUND TRANSPORTATION:

Contractor will be responsible for (Landside) Ground Transportation equipment and staffing. Landside Ground Transportation personnel are front-line staff that monitor the access of all commercial vehicular traffic through the lower level traffic lanes of the domestic terminal core and the International Terminal. A description of the Ground Transportation equipment and staff and the Contractor's Ground Transportation duties is as follows:

- A. The Contractor shall provide Ground Transportation Monitor Supervisors to perform the following tasks:

1. Operate the Ground Transportation Facilities in compliance with all applicable statutes, laws, ordinances, rules and regulations and obtain all required licenses and permits.
2. Operate the Ground Transportation Facilities on a 24-hour, 7 days-a-week, 365 days per year (full time) basis with sufficient personnel and resources to assure an effective, efficient, continuous, courteous, secure and convenient operation.
3. Provide for a method of managing taxi cabs and limousines operations, including management of staging areas; the collection of Metropolitan Pier and Exposition Authority ("MPEA") Airport Departure Tax Stamps; and control of exit/entry to the terminal curb front. There are currently twelve (12) cab starters whose main responsibility is collecting the Metropolitan Pier and Exposition Authority's ("MPEA") Airport Departure Tax Stamp in the terminal core area from commercial vehicles.
4. Provide daily cleaning for the Ground Transportation Facilities, including but not limited to: cleaning the interiors and exteriors of the booths. For all products used in the conduct of custodial services, please refer to SAM Appendix AP-A – Green Product Listing (www.airportsgoinggreen.org\SAM)
5. Collect all Ground Transportation fees and charges. Maintain all bookkeeping and accounting records (including daily activity reports) in accordance with generally accepted accounting principles and practices. Provide monthly detailed reports as promulgated by the Department including the O'Hare Ground Transportation Access Permit Log. **Note: The Contractor**

will be required to provide the City with an annual audited report on the management and operations of the facilities prepared by a reputable accounting firm.

7. Maintain a full and complete record of all complaints/incidents and actions taken to resolve them. Submit to the City a weekly complaint/incident report summarizing all complaints/incidents and actions taken.
8. Maintain, modify and install all Ground Transportation related signage both interior and exterior to the Ground Transportation Facility.
9. Provide all necessary vehicles required to operate and manage all Ground Transportation Facilities (see Section X. A. Sustainable Practices – Use of Alternatively Fueled Vehicles above).
10. Provide all required telecommunications services and equipment necessary including but not limited to providing a mobile/hand held Motorola radio communication system for use among parking personnel. System must be channeled or programmable with the Department's Motorola radio trunking system. (Certain existing equipment will be made available to the Contractor on an "as is", temporary basis.)
11. Provide all Ground Transportation ticket stock and other materials and supplies necessary for the operation of the Ground Transportation Facilities.
12. Provide all promotional items and materials for all existing and new Ground transportation programs and initiatives subject to prior approval by the Department.
13. Provide all resources associated with various customer service outreach programs.
14. Provide Ground Transportation Facilities' employees with uniforms as required by the Department.

XIV. PAYMENT CARD INDUSTRY (PCI) COMPLIANCE.

https://www.pcisecuritystandards.org/security_standards/pci_dss.shtml

Upon implementation of the PCI DSS Plan, described in Exhibit 1E, and implementation of recommendations resulting from such plan, and thereafter at all times during the balance of the Term of this Agreement, Contractor shall be compliant with the Payment Card Industry ("PCI") Data Security Standard to the extent applicable to the Services and shall be responsible for the security of the payment cardholder data in its possession.

Contractor shall provide City such information as the City may reasonably require regarding Contractor's compliance with such PCI requirements.

The cost of the PCI DSS Plan and implementation of the plan's recommendations shall be reimbursed by the City, subject to approval by the Commissioner. In the event of Contractor's non-compliance with the PCI Data Security Standard, Contractor will promptly perform all curative measures necessary to remedy such non-compliance. If such non-compliance is due to Contractor's failure to implement or follow through with

the recommendations of the PCI DSS Plan, then the cost of such curative measures shall be Contractor's expense.

XV. VEHICLE BOOTING SERVICES COMPLIANCE

Notwithstanding all other requirements in this Agreement, Contractor must provide the Services for Booting of Boot-Eligible Vehicles from O'Hare parking lots in accordance with the standards of performance set forth in Attachment D.

XVI. TRANSFERRED PROPERTY; PROPERTY ASSESSMENT

- A. Transferred Property.** Contractor must prepare an inventory identifying all furnishings, equipment and other items of personal property turned over to the Contractor by the City to be used in performance of the Services (collectively the "Transferred Property"). Any such Transferred Property shall remain the Property of the City, but must be used by the Contractor to provide Services hereunder. Upon the expiration or termination of this Agreement, the Contractor must return the Transferred Property to the City in the same condition in which it was received by the Contractor, reasonable wear and tear excepted.
- B. Property Assessment.** Contractor must conduct a thorough assessment of all existing Parking and Ground Transportation Facilities including a structural engineering assessment of each building and structure as well as an assessment of the general condition/maintenance of the Facilities.

XVII. SAFETY AND LOSS CONTROL SERVICE

The Contractor will provide specific safety and loss control Services as follows:

- A. Programs, Rules and Procedures.** The Contractor will develop, recommend for Department approval, maintain and update programs, rules and procedures, as set forth below, complying with all Occupational Safety & Health Administration ("OSHA") rules and regulatory standards to ensure the safety of the traveling public and employees in its use of the Facilities. The Contractor will confer with the appropriate City and Department officials, as required to develop programs, rules and procedures that support City and Department safety and loss control objectives. Recommended procedures, rules and programs must be provided in a format and media, as designated by the Department that supports their publication and implementation by the Department. In addition to developing rules, programs, and procedures for safety and loss control areas listed below, the Contractor will also utilize all reasonably available means to eliminate or control hazards and risks in carrying out the following responsibilities: The Contractor must maintain, update and comply with all OSHA rules see (www.osha.gov), regulatory standards and procedures as set forth below:
1. Planning, organizing, coordinating, instituting, maintaining and monitoring programs including occupational and health hazards controls, loss control and safety;
 2. Developing and maintaining safety policy and standard operating procedures; in accordance with OSHA, American National Standards Institute ("ANSI") see (www.ansi.org), and all other applicable standards;

3. Disseminating knowledge of applicable safety standards and emergency procedures to employees through the issuance of safety procedures, training, and attendance at education programs;
4. Identifying hazards and instituting corrective action for their elimination or control; within a reasonable time frame following identification of the hazard;
5. Advising and assisting in the investigation of accidents and losses to determine causes; developing programs to reduce, control, or eliminate liability exposure;
6. Ensuring persons who become injured or medically ill, while at the Airport, receive prompt, safe, effective first aid, and appropriate medical attention utilizing the current Chicago Department of Aviation Accident & Injury reporting system;
7. Ensuring that accidents, safety incidents, and injuries in the Terminal and other Facilities are reported and documented promptly, accurately, and appropriately;
8. Ensuring that safe, secure, sanitary housekeeping conditions are maintained at all times throughout the Terminal and other Facilities;
9. Analyzing and updating (as appropriate) recommended adaptation of existing Airport emergency response procedures for the Terminal and other Facilities, for the following emergency/ incident categories:
 - Fire
 - Injury to the public
 - Bomb threats
 - Biological and chemical threats
 - Utility interruption
 - Demonstration/civil unrest
 - Explosion
 - Collapse
 - Imminent danger
 - Emergency evacuation

XVIII. CLAIMS-HANDLING

A. Property Claims. The City maintains property insurance coverage for the Parking and Ground Transportation Facilities. The Contractor will handle, manage and control City property claims related to the Facilities, subject to the direction of the City Risk Manager and the Department. The Contractor will also be responsible for

1. Developing (and submitting to the Department for approval) property claims handling procedures;
2. Submitting property claims and support documents to designated insurers, in a manner prescribed by the City and Department;
3. Monitoring claims activity;
4. Maintaining related files; and
5. Providing monthly reporting to the Risk Management Office and the Department

B. Liability Claims. The Contractor will handle, manage, and control all liability claims related to the Parking and Ground Transportation Facilities, subject to the direction of the City Risk Manager and the Department. The Contractor will also be responsible for:

1. Developing (and submitting to the Department for approval) liability claims handling procedures
2. Submitting claims and support documents to its insurers
3. Monitoring claims activity
4. Maintaining related files, and
5. Providing monthly reporting to the Risk Management Office and the Department.

Exhibit 1

Scope of Services

Attachment A

PARKING FACILITIES (Description)

Attachment A

PARKING FACILITIES

The current Parking Facilities of Chicago's O'Hare International Airport is composed of the following:

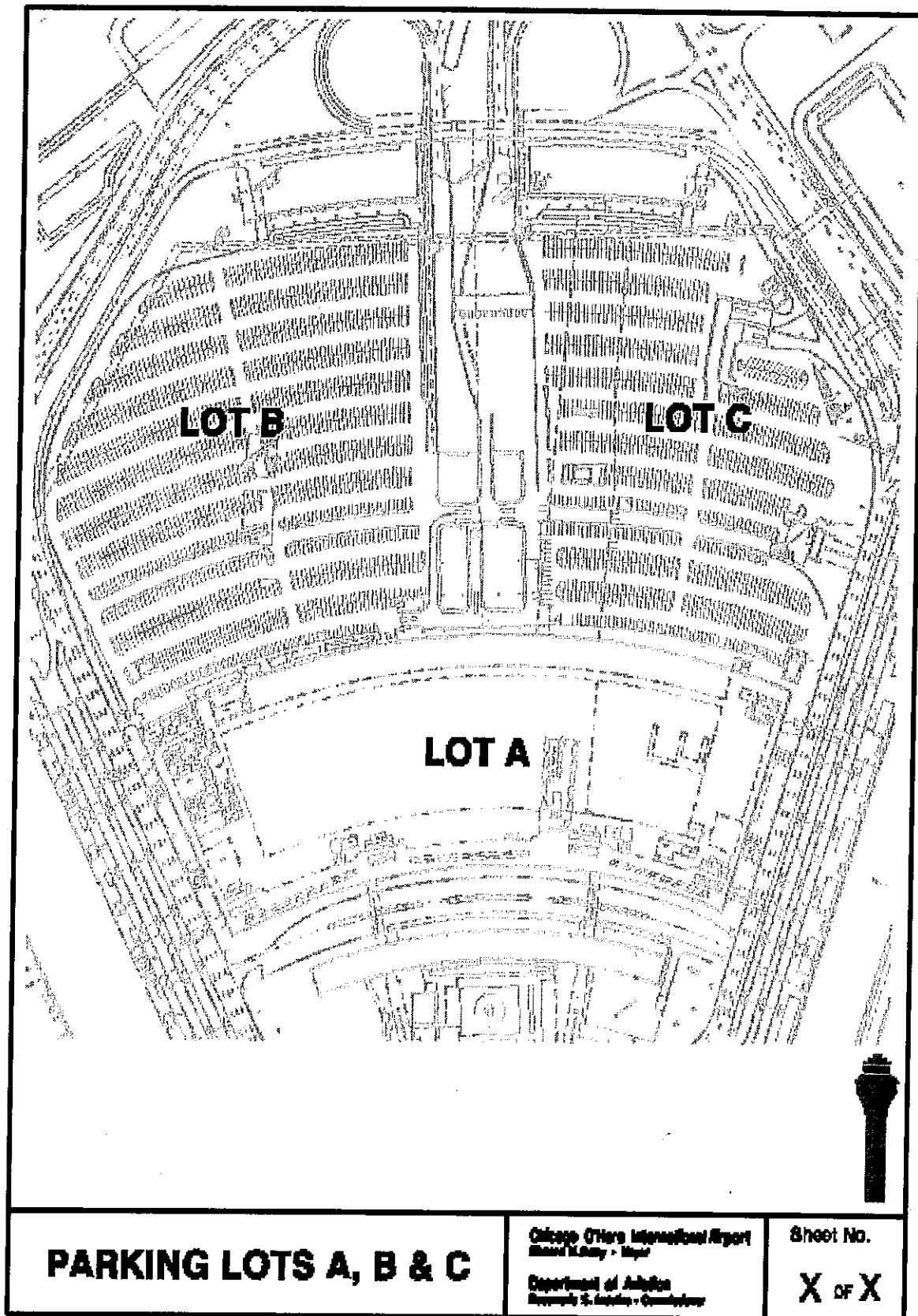
| <u>Lot Designation</u> | <u>Spaces</u> | <u>Description</u> |
|----------------------------------|---------------|---|
| Elevated Parking Structure (EPS) | 9,302 | Floor 1 is hourly & Valet Floors 2-6 are daily-Short Term |
| Lot "B" | 1,663 | Surface lot adjacent to EPS and operational with EPS-Short Term |
| Lot "C" | 1,164 | Surface lot adjacent to EPS (independent)-Short Term |
| International Terminal 5 Lot "D" | 946 | Surface lot – Short Term |
| Economy Lot "E" | 6,996 | Remote Surface lot located 1.5 miles from Terminals |
| Economy Lot "F" | 3,026 | Remote Surface lot located 2 miles from Terminals |
| Economy Lot "G" | 2,748 | Remote Surface lot located 1.5 miles from Terminals |
| Total Available Spaces | 25,845 | |

1. All Parking Facilities are open and operating twenty four (24) hours per day, seven (7) days per week, 365 days per year.
2. The EPS has six (6) Elevator Centers located throughout the parking complex. Each Center contains six (6) elevators and Lot "C" has a single elevator center with two (2) elevator cars.
3. Parking Lot F and the current auto-pound in Lot F may be affected by upcoming construction projects.
4. Parking Lot G is currently closed to passenger traffic. G lot is currently only open for employee parking. However, the City may reopen G Lot during the term of this Agreement if the Commissioner determines that it is in the best interest of the City.

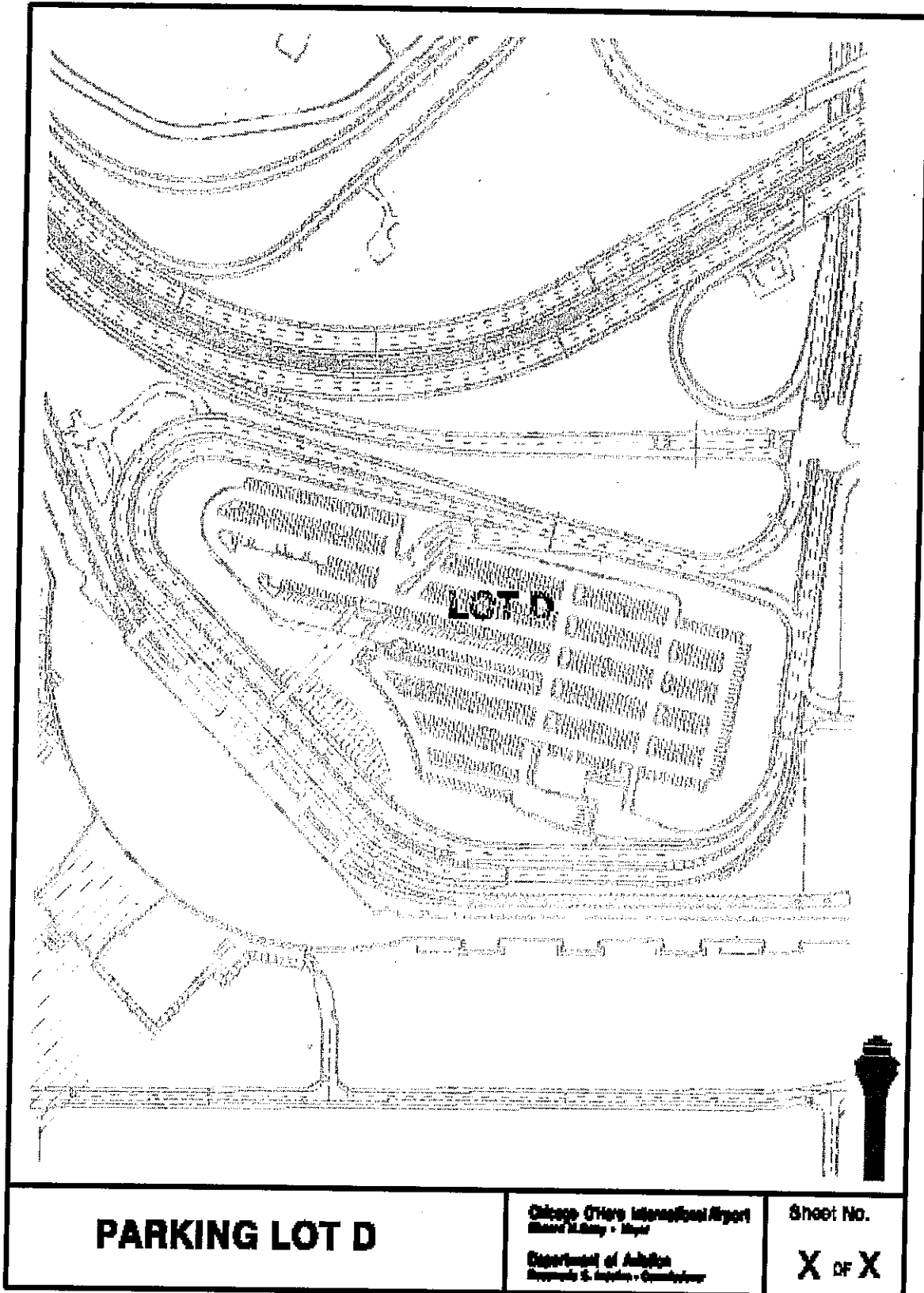
Exhibit 1

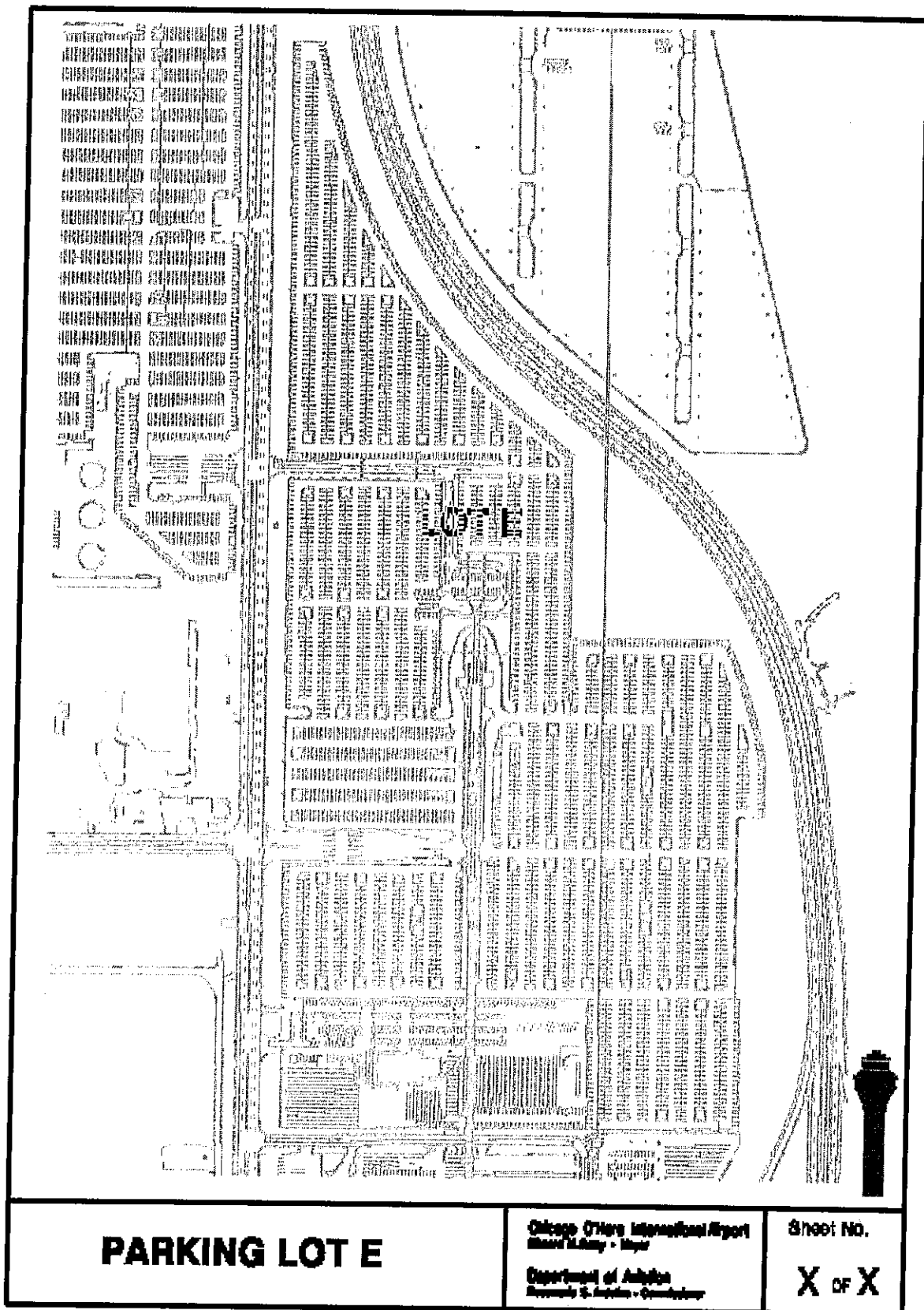
Attachment B

CURRENT PUBLIC PARKING FACILITIES

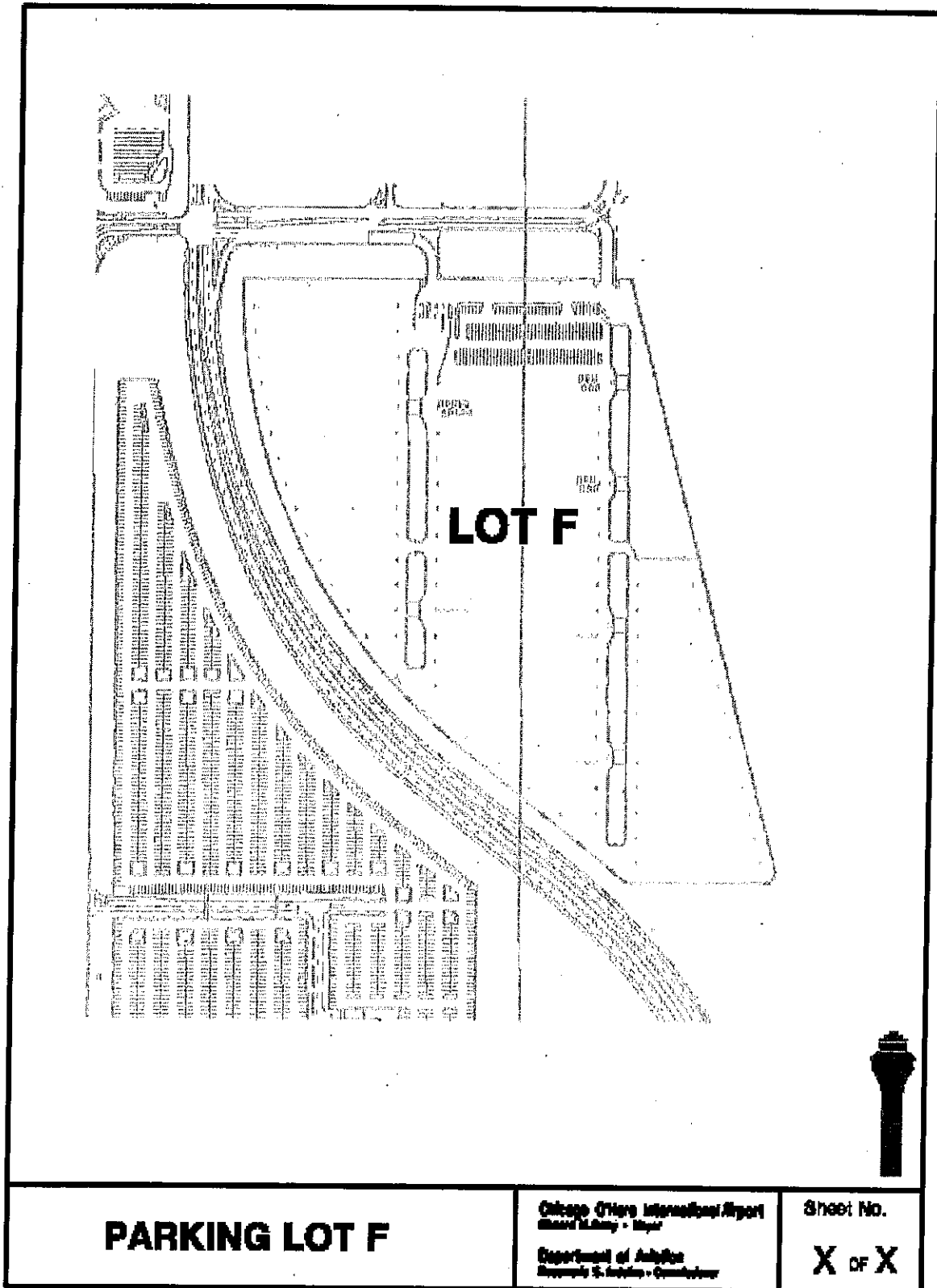


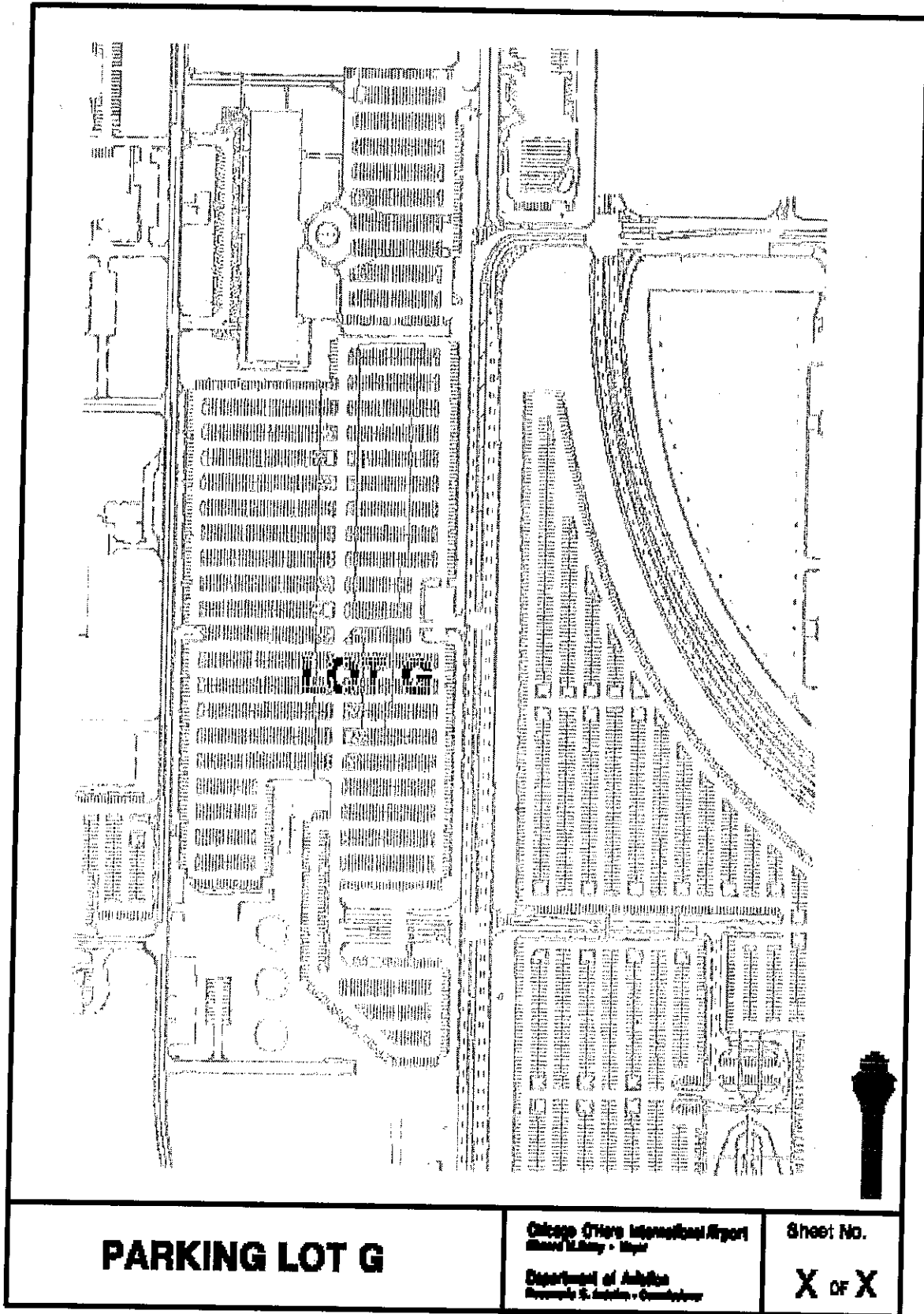
Attachment B





Attachment B





Attachment C

FUNCTIONAL OUTLINE FOR REVENUE CONTROL SYSTEM

O'HARE PARKING DIVISION FUNCTIONAL OUTLINE FOR REVENUE CONTROL SYSTEM

Revenue Accounting

- The current Revenue Control System is owned by the City of Chicago and must be maintained by the Contractor, in accordance with the Scope of Services (attached as Exhibit I). To guarantee an efficient revenue tracking program, the Revenue Control System (RCS) and any related enhancements to it must be able to generate timely, accurate and relevant reports as defined by the Department, including but not limited to, the following:
 - Comparative analysis (year to date ("YTD") vs. Prior Periods)
 - Including statistics on the following revenue tickets:
 - > Hourly
 - > Daily
 - > Weekly
 - > Monthly
 - > Quarterly
 - > Yearly
- The following pages describe the critical revenue control and reporting capabilities the RCS must be able to address daily and shifts basis and/or as directed by the Department:
 - Revenue Reporting
 - Cash Control Reporting
 - Interfacing Capabilities

Revenue Reporting

- Revenue reports must reflect both normal and “exception” transactions segregated by:
 - Shift
 - Booth
 - Cashier
 - Lot
 - Time period (hourly, daily, weekly, monthly, yearly)
- Normal transactions MUST be reported by:
 - Payment type (cash, check, credit card and total)
- Exception transactions MUST show:
 - Segregation by type:
 - > Non-revenue and void transactions (ten minutes or less, buses with badges, employees, concessionaires, others with badges)
 - > Weekly/monthly user revenue transactions
 - > “Unusual” transactions (disputed fee, stolen, duplicate, mutilated, backout, illegal exit, maintenance)
- All reports must reflect applicable City taxes

Cash Control

- The following report must be available from the RCS to provide for a timely and efficient cash control:
 - Overage and shortage reports showing total revenue, actual cash collected and difference by:
 - > Shift
 - > Booth
 - > Cashier
 - > Lot
 - > Time period (hourly, daily, weekly, monthly, yearly)
 - Balancing of cash by shift, booth, cashier, lot, time period receipt cards, and bank deposits.

Data Analysis and Reporting

- The RCS has the ability to interface with other commercial computer programs, databases and spreadsheet packages to ensure efficient data manipulation and analysis. These packages may include:
 - Novell 4.11 & 4.10
 - Excel 1-2-3, ver. 5
 - Excel Notes ver. 3.0
 - Word ver. 6.1
 - Microsoft Windows 3.11 & 95
 - Microsoft NT Workstation ver. 4.0
 - Unix

Vehicle Inventory Management

- To facilitate timely and cost effective managerial decisions regarding occupancy levels, closure trends and demand patterns, the RCS must be able to provide:
 - On-line monitoring and control of vehicles ingress/egress and space availability by section and lot
- The following reports must also be from the RCS:
 - Occupancy reports by lot (hourly, daily, weekly, monthly, yearly)
 - Closure reports by lot (hourly, daily, weekly, monthly, yearly)
 - Length of stay reports by lot (hourly, daily, weekly, monthly, yearly)

License Plate Inventory

- To facilitate the LPI process, the following two alternatives must be considered:
 - 1) Entry of plate information via a nightly inventory using hand held terminals and capture of data at exit using video cameras and key entry by cashiers.
 - 2) Digital scanning of plates with automated character recognition at entry and exit as operating in Economy Lot G – need to assess reliability in O'Hare environment.
- The RCS must be able to generate:
 - Reports on overnight vehicles by lot and number of days and the number of remaining vehicles from the daily activity.

Badge Readers

- To accommodate use of card-based entry and exit methods, the badge reader for O'Hare must conform to the following specifications:
 - Magnetic stripe medium or proximity reader -- if possible, compatible with Airport I. D. badges.
 - Two level -- automobile and bus -- badge readers at entrance gate.
- The RCS must be able to generate the following reports reflecting:
 - Authorized personnel accounts by type, lot, security deposit and expiration date (buses, employees, concessionaires, Contractors, others).
 - Authorized personnel usage (frequency and length of stay) by lot.

Signage

- Signage, a critical component of the operation of a Parking Facility, enables customers to make timely and reliable decisions. To increase customer satisfaction while facilitating the flow of vehicles, the following attributes must characterize signage at O'Hare:
 - Integration to vehicle inventory management by section and lot
 - Automated signage reflecting cashier booth status:
 - > Open/closed

Maintenance

- The Contractor must perform maintenance services to ensure the immediate repair and replacement of all RCS components to avoid any service loss or interruption, and resulting revenue losses at the Parking Facilities, which continue for more than 8 hours at any one time. In order to achieve this objective, the Parking Facilities require, at a minimum, Services to be scheduled on a daily 19-hour shift, 7 day a week, 365 days a year, from 06:00 a.m. through 01:00 a.m. the following day, with technicians having a maximum response time of ten minutes for Parking Lots D, E, F, and G. Services also include on-call technicians equipped with radio pagers available twenty four (24) hours a day, seven (7) days a week, 365 days a year with a maximum on-site response time of 2 hours between 01:00 a.m. and 06:00 a.m. The Contractor must provide appropriate pager and telephone numbers for contacting designated technicians equipped to service the central computer with a response time of no more than 3 hours. The Contractor must provide service staff with 2 high specification trucks and easily identifiable corporate smart clothing at the Contractor's expense.
- The Contractor is responsible for the complete "Basic Maintenance" of the RCS, including without limitation the Services listed below. "Basic Maintenance" includes without limitation repairs, adjustments, and/or replacement of existing RCS components on an exchange basis as may be necessary to maintain the RCS in good operating condition at all times, as well as the following:
 - All technical and housekeeping tasks associated with the repair and preventive maintenance of the RCS in accordance with the manufacturer's specified preventive maintenance program, and all technical and housekeeping tasks required as a result of the upgrading of the RCS or as a result of modifications to the manufacturer's maintenance program as recommended by the Department.
 - Software maintenance.
 - Equipment (all hardware and components) maintenance, including spare parts and unlimited in-house board-level repairs.

- Maintenance of an adequate working inventory and provision of all other maintenance materials, tools, and test equipment necessary for the Services described here. Exchanged parts must be rebuilt and maintained as part of such inventory.
- Reporting obligations, including without limitation the submission of reports to the Department as requested, which include, but may not be limited to, the following information:
 - > Name of the technician performing the services
 - > Date and time that repair began
 - > Date and time that repair was completed
 - > Type and model number(s) of component(s) used
 - > Time spent for repair
 - > Description of repair
 - > List of parts repaired or replaced
 - > All preventive maintenance performed
 - > Signature of technician(s) certifying the accuracy of the statement
- In addition, the Department may request that additional Services be performed at the Contractor's normal rates. Such services may include but are not limited to:
 - > Replace lane lights
 - > Replace ATD housings
 - > Replace gate housings
 - > Custom build and install new equipment
 - > Reprogram software other than rate changes
 - > Upgrade main frame hardware
 - > Additional site inspections
 - > Implementation of field engineering change orders
 - > Training programs
 - > Relocation of entry/exit equipment

Equipment Requirements

- The following equipment is considered to be important for the efficient operation of the Parking Facilities:
 - Automated gate/arm
 - Inductive loops/detectors to trigger spitters/gates (in order to prevent improper vehicle entries)
 - Double spitters or high ticket capacity single spitters
 - In terminal pay-stations (credit card)
 - Fully automatic integrated credit card equipment
 - Full integrated pre-cashier equipment (credit cards)
 - Central processing unit which will support a multi-user, multi task environment

Fee Calculation

- In an effort to facilitate revenue accounting, decrease fraud, and increase customer satisfaction, the RCS must provide a fee calculation function reflecting the following capabilities:
 - Ability to operate cashier booth in an on-time mode or while host system is down (with full recovery capability)
 - Automatic calculation for short-term and long-term users

Payment Processing System

- The following constitute the critical payment processing attributes of the RCS:
 - Fully automated integrated credit card system, which is PCI compliant
 - Fully integrated pre-cashier equipment:
 - > Accepts credit cards
 - > Provides for complete instructions
 - Pay stations (credit card)
 - Integration with automated signage to reflect payment options by booth
 - Integration to revenue accounting functions

Fraud Control

- To prevent fraud and the costs associated with it, the RCS must be equipped to provide:
 - Loop controlled entrance gate lifts and ticket spits
 - On-line monitoring of ticket spitters and gates
 - Ability to process "off-line" and recover transaction detail after the fact
 - Customer fee display
- From a report-generation perspective, the frequency of the following reports are directed by the Department and considered critical:
 - Non-revenue user/employee accounts (activity by account)
 - Reporting on non-revenue/employee usage (frequency and length of stay) by lot
 - Reporting on unresolved activity (daily, weekly, monthly, yearly)
 - > Aging reports (reflect employee/concessionaire past due amounts)
 - > Reporting on missing tickets or unaccounted for vehicles
 - > Reporting on disappeared vehicles

User Documentation and Training

- The Contractor must furnish copies of the following documentation to the Department for all revenue control equipment and software as directed by the Department:
 - System specifications
 - Maintenance manuals (terminal, ticket issue machine (TIM), etc.)
 - Cashier manuals
 - Central computer/software manuals
 - Installation/as-built drawings
- The Contractor must also provide comprehensive on-site training programs for the following parking staff:
 - Cashiers, revenue control staff, administrative staff and customer service staff
 - Readily available manuals and/or videotapes to facilitate training of new staff on an ongoing basis

Data/Backup Recovery

- To guarantee the efficient operation of the Parking Facilities in the event of a power failure or another operational malfunction, the following requirements are needed:
 - All cashier terminals must possess an operational backup device (tape or disk)
 - Uninterruptible power supply
 - Full backup and recovery of the host site

Information Management

- To guarantee the efficient flow of information enabling timely/reliable managerial decisions, the RCS should provide a fully integrated record/file system including the following:
 - Employee data
 - Customer License Plate data
 - Cashier transaction status (reporting on cashier time in/out per booth)
 - Rate structure information

Date/Times

- To facilitate accurate tracking of revenue and operating data, the RCS must reflect dates and items in the following manner:
 - Transparent handling of year change, century change, leap years
 - Transparent handling of daylight savings/standard time changes
 - Transparent handling of dates, months, days of the year

Ticket Procedures

- To enhance customer satisfaction while minimizing complaints and other potential conflicts, the parking tickets must conform to the specifications of the current Revenue Control Equipment and must include but not be limited to the following:
 - Pocket-size tickets
 - Color-coded or logo printed for easy reference
 - Tamper-proof
 - Magnetic stripe

SUMMARY TECHNICAL SPECIFICATION FOR PARCS SYSTEM

The following is a brief description of the PARCS to be provided:

- **Entry Lane** – Lane device capable of providing controlled access to the various airport parking facilities. Lane entry functionality must provide the ability to dispense tickets, credit card acceptance, proximity card and CDA badge card (current prox cards issued by CDA) access. Some entry lanes must be limited to employee only access. License Plate Recognition (LPR) functionality must also be provided at all entry lanes.
- **Exit Lane** – Lane device capable of providing controlled egress from the various airport parking facilities. Forms of payment must include cash, credit card, valid proximity card, CDA badge card or pre-validated ticket. Some exit lanes must be limited to employee only usage. All public exit lanes must provide the ability to be operated in both a manned and unmanned configuration. LPR functionality must also be provided at all exit lanes.
- **Central Host/Server** – The centralized subsystem which monitors controls and manages the overall PARCS. The Central Host may be comprised of several servers and subcomponents as developed by the Vendor.
- **Space Count System** – The subsystem or functionality to accurately maintain space count inventory for each lot and level within the Elevated Parking Structure (EPS or Lot A garage).
- **Parking Guidance System** – The subsystem or functionality to effectively manage and control parking signage throughout the Airport grounds based on information provided by the Space Count System.
- **Valet System** – The subsystem or functionality to provide fully integrated Valet services within the EPS.
- **License Plate Recognition (LPR)** – The subsystem or functionality to capture vehicle license plate images upon facility entry and exit and apply OCR processing to identify and record the vehicle's license plate information. LPR data must be used for auditing, fraud prevention and the processing of lost or damaged ticket transactions.
- **License Plate Inventory (LPI)** – The subsystem or functionality that utilizes LPR technology to record inventory of parked vehicles using a Mobile LPR (MLPR) system. LPI data recorded must include vehicle license plate OCR data and vehicle location including lot, level (if applicable) and stall.
- **Credit Card In/Out** – The ability or functionality to allow public patrons the use of a credit card to enter or exit the parking facility without the issuance of a ticket. The patron may use a different credit card for payment if they so choose.
- **Proximity Card (Prox Card)** – The subsystem or functionality where RFID cards are issued to employees and patrons for facility entry and exit. Prox card readers must be located on each entry and exit lane device. The Central Host must be responsible for administering and managing the prox card database.

- CDA Badges – These RFID badges are issued to individuals that have access to the airport facility. The database and operation is maintained by CDA security. The PARCS system will have components from this system incorporated into the gates and will also interact with this system on a limited basis as described in this document.

Exhibit 1

Attachment D

VEHICLE BOOTING SERVICES

Exhibit 1

Attachment D

A. Vehicle Booting Services

The Municipal code of Chicago [9-96-010, and as may be revised] authorizes the City Parking Administrator "to direct and supervise a program of vehicle immobilization". All Booting on the public way or in public parking lots is currently administrated by the Department of Finance and this authority includes vehicles parked at the Chicago O'Hare International Airport (hereafter, "O'Hare Airport" or "ORD"). Any towing of vehicles, pursuant to provisions in the Municipal code of Chicago, will be provided under authority of the Department of Streets and Sanitation, in cooperation with the Department of Finance and Department of Aviation.

Notwithstanding any requirements of the City of Chicago Department of Aviation's RFP for the Management of Public Parking and Ground Transportation Facilities at O'Hare Airport, the Contractor must propose the Department of Finance's Booting and Boot-cashiering requirements.

The Booting operation at O'Hare Airport must be performed by the Contractor using "License Plate Recognition" (LPR) technology only. No manual system of license plate matching will be accepted. The Contractor must provide:

- the License Plate Recognition system and associated hardware, software, middle-ware, and related peripherals for use at ORD – each subject to approval by the City;
- the LPR equipped vehicle and driver/Booter;
- the testing, calibration, maintenance, and repair of the vehicle and LPR system; and
- the requisite licensing and compliance requirements as may be applicable.

For purposes of the Department of Finance Booting section of the Agreement, the following definitions apply.

"Auto Pound" means the designated location where vehicles booted at O'Hare International Airport are towed.

"Boot" means a mechanical device (purchased and maintained by the City to operate in accordance with the Boot manufacturer's specifications) designed to be placed around the tire and wheel of various-sized vehicles, which is then locked by a City-provided high-security padlock, thereby immobilizing the vehicle.

"Boot-Eligible Vehicle" means a vehicle identified by the Department of Finance as meeting the scofflaw criteria to be immobilized by a Boot.

"Boot-Eligible Vehicle File" means the City's data containing a list of scofflaw license plates belonging to Boot-Eligible Vehicles.

"Booter" is a person, under the management of the Contractor, who properly installs and removes a Boot.

"Booting" means the process and techniques executed by the Contractor in order to properly install a Boot and lock.

"Booting Information" means data and other information uploaded by the Contractor into CANVAS documenting an immobilization occurrence, including but not limited to the vehicle registration number, the size of the vehicle, and the Boot identification number.

"CANVAS" is an acronym for the *Central Adjudication, Noticing, and Violation Administrations System* - the City's proprietary program used to manage parking and compliance violation data, providing, among other functions, the creation of the Boot-Eligible Vehicle File, the creation of Release e-mails, the management of Boot status information, the contesting/adjudication process information, and reconciliation of payments associated with an apparent debt due to the City for parking scofflaw violations.

"Contractor" refers to the vendor awarded a contract agreement pursuant to the Department of Procurement Services' RFP process.

"Comptroller" means the Director or Comptroller of the Department of Finance, and any representative authorized in writing to act on the Comptroller's behalf.

"License Plate Recognition" (or "LPR") is a mobile technology utilizing highly specialized video cameras, hardware, and software specifically designed to effectively scan and identify license plates of parked vehicles, while, if properly used, the operator is driving past parked vehicles. This video image and data-mapping technology utilizes software having sophisticated alpha-numeric optical character recognition capabilities designed and calibrated to accurately read license plates which match/map to a list of scofflaw license plate alpha-numeric characters (such as the Boot-Eligible Vehicle File lists derived from CANVAS). LPR is designed to sound an alarm when a scofflaw license plate from the list, matches a parked vehicles' license plate, as an LPR-mounted vehicle drives by the parked vehicle, enabling the driver/Booter of the LPR-mounted vehicle to identify Boot-eligible vehicles quickly and efficiently.

"Release" means the removal of a Boot device from an immobilized vehicle.

"Release Information" means data input by the Contractor into a CANVAS interface, documenting the facts surrounding the Release of a Boot, including the vehicle registration number and the releaser's badge or other identification.

"Service Levels" are minimum performance measures required to be met or achieved by the Contractor.

"Service Level Credit" means a monetary credit resulting from failure to meet an established Service Level; and which is made to the City by the Contractor as reflected on the Contractor's monthly invoice.

SCOPE OF SERVICES FOR VEHICLE BOOTING OPERATIONS

The description of Services for Booting at O'Hare is intended to be general in nature and is neither a complete description of Contractor's Services for Booting at O'Hare nor a limitation on the Services that Contractor is to provide under an Agreement resulting from the RFP.

Notwithstanding all other requirements in this Agreement, Contractor must provide the Services for Booting of Boot-Eligible Vehicles from O'Hare parking lots in accordance with the standards of performance set forth in this Attachment D.

1. Department of Finance Provisions

The Department of Finance will provide the Contractor with Boots, Boot locks, Boot-Eligible Vehicle data (via FTP), training, and support necessary for the Contractor to provide an effective Booting operation, on behalf of the City of Chicago. The Department of Finance will provide the Contractor with the following:

- a. Boots required to immobilize Boot-Eligible Vehicles; high-security Boot locks; and Boot lock keys;
- b. Self-adhesive notices used to apply onto a booted vehicle, posting a message to the driver of the scofflaw vehicle on how to reconcile the debt owed to the City of Chicago to cause the Boot to be removed;
- c. Initial training on Booting and on-going training on policy and procedures. The Contractor will be trained by the Department of Finance concerning the transfer of data from and the input of data into CANVAS, the checking and verification of each LPR matched license plate, the techniques in attaching a Boot to all LPR-identified Boot-Eligible Vehicle's tire/wheel assemblies, installing a high-security lock on to the Boot, and the removing of the lock and Boot from a vehicle;
- d. The Contractor will be trained by the Department of Finance to know when the Contractor must remove a Boot (usually as a result of an authorized City cashier's confirmed receipt of payment for unpaid scofflaw debt owed, which precipitated the vehicle being listed as a Boot-Eligible Vehicle in CANVAS). When receipt of payment for unpaid scofflaw debt has been made (as well as any payment of ORD parking fees and any other identified debt which may be due by the Boot-Eligible Vehicle owner to the City) then the Contractor will be notified by the Department of Finance that a Boot removal must be performed. After the Boot has been removed, CANVAS must then be immediately updated by the Contractor, inputting the new status of the now-released Booted vehicle.
- e. The Contractor will be trained by the Department of Finance to know when and which Booted Vehicle(s) must be towed. Depending upon certain circumstances determined by the DOF, either a third-party tow truck vendor under contract with the Department of Streets and Sanitation, or a City of Chicago Department of Streets and Sanitation tow truck, or a tow truck and driver provided by the Contractor, will be required to tow a particular vehicle to a new location. For example: if a Booted Vehicle must be towed to the designated City of Chicago Auto Pound, then either:
 - i. the Contractor's Booter must coordinate a meeting between the Streets and Sanitation tow truck or the Streets and Sanitation third-party tow truck at the location where the Booted vehicle is parked, and coordinate the release of the Boot such that upon the Release of the Boot by the Contractor, the tow truck can then immediately tow the vehicle (no vehicle is to be towed while a Boot is still installed on it); or
 - ii. the Contractor must tow, or arrange to have towed, at the Contractor's expense, the un-Booted vehicle(s) to a location somewhere at a certain designated location on ORD property where the Streets and Sanitation tow truck or the Streets and Sanitation third-party tow truck will later tow all such congregated vehicles to the City's Auto Pound.

- f. The Contractor will be trained by the Department of Finance to know how to calculate and enter the parking fee amount that is owed by the Boot-Eligible Vehicle's driver, into the Department of Finance's Canvas System.
- g. The Contractor will be trained by the Department of Finance to know how to create a payment plan.
- h. The Contractor will be supplied with the equipment necessary to print/copy payment plans and receipts, etc.
- i. The Contractor's personnel who are provided access into CANVAS must comply with City of Chicago security protocols, as may be required.

2. Contractor Provisions

The Contractor must provide and include in its cost proposal, all costs for:

- a. all personnel, for example
 - LPR vehicle drivers/booters),
 - tow truck drivers,
 - cashiers
 - managers
 - supervisors
 - subcontractors
- b. all required equipment or appurtenances other than those provided by the City and approved by the CDA.
- c. a mobile LPR system (e.g. cameras, processor, hardware, its support accessories and equipment, installation, software and hardware maintenance, configured to interface with the Department of Finance's CANVAS data, LPR equipment and software training, software licenses, software and hardware upgrades if necessary) and LPR-mounted-vehicle and all other LPR system-associated costs.

NOTE₁: all LPR software must be supported by the Contractor and must always include security protocols which have been approved by the City's authorized representative, at no extra cost to the City.

NOTE₂: LPR software will be electronically uploaded (at least twice daily), by the Contractor, with the most current list of Boot-Eligible Vehicle File derived from CANVAS, with CANVAS-access provided to the Contractor by the City. The LPR will not integrate directly into CANVAS, but rather, the Boot-Eligible Vehicle File will be provided to the Contractor who must load the text file onto some electronic media (e.g. a USB drive) and from there loaded into his LPR system.

- d. a stand-alone computer, fully configured, maintained, and supported, and complete with all required appurtenances necessary to enable data entry into CANVAS.
- e. all vehicles and maintenance of vehicles, including tow trucks and LPR-installed vehicle(s) (all subject to approval by the DOA), and vehicle operating expenses.
- f. cell phones, land phones, pagers, and other mobile communication devices and related third-party service providers.
- g. uniforms for personnel involved in Booting.

- h. signage (as designed and approved by the Department of Finance), signage creation, and signage installation, as may be necessary, as relates to the Booting program.
- i. PCI and DSS compliance, as applicable.
- j. Red Flag Rule compliance as applicable.

3. Performance Requirements

a. Booting Hours of Operation

Booting operations at the parking lots at ORD must be performed during the Booting Hours of Operation as set forth in the Agreement between the Contractor and City of Chicago.

Currently, Contractor must Boot all Boot-Eligible vehicles 7 days per week, 365 days per year, including holidays, 24-hours per day. This will require the Contractor to upload a new Boot-Eligible Vehicle File at least two times per day.

Contractor must Release Boots, as required, currently required 24-hours a day, 7-days a week, 365 days a year. This can be supported by having three 8-hour shifts of one driver/Booter per shift. Since scofflaws are able to reconcile payment for unpaid scofflaw debt owed 24/7/365, Boots must be able to be released immediately after the scofflaw debt and payment of O'Hare Airport parking fees as applicable, have been paid.

b. Service Levels per Day

The Contractor must import the Boot-Eligible Vehicle File data into its LPR system on a daily basis. (Currently, the City creates Boot-Eligible data two times per day in CANVAS: around 9:00 PM and again at 3:00 AM.) This data resides in a file transfer protocol (FTP) residing in a City managed server.

The Contractor must provide sufficient management, supervision, and personnel meeting the security protocols required by the CDA, and the performance required by the Department of Finance, all as necessary to perform LPR vehicle operations, Booting operations, and towing operations.

- i. As a minimum Service Level for Booting using LPR to identify for Boot Eligible vehicles:
 - Contractor must use LPR to scan and read, at a minimum, 5,000 plates per day;
 - Contractor must Boot all Boot-Eligible Vehicles to which there is a match between the Boot-Eligible Vehicle's license plate and the most recent Boot-Eligible Vehicle File loaded into the Contractor's LPR system;
 - Contractor must provide a daily report indicating the total number of license plates scanned by the LPR, the number of matches that the LPR system software identified as a match, the license plate numbers matched and verified, and also report the number of false-matches.
- ii. As a minimum Service Level for Boot Release management:
 - Contractor must remove a Boot within 15-minutes of receiving notice from the authorized representative from the Department of Finance that a specified booted vehicle must have its Boot released (usually due to

the Department of Finance's receipt of payment by the scofflaw violator).

- iii. Contractor must coordinate the towing of all booted vehicle(s) to be towed by the Department of Streets and Sanitation or the Department of Streets and Sanitation's third-party tow truck Contractor, from the Terminal Garage, on the eleventh (11th) day in a domestic travel lot and on the 16th day in a international travel parking lot after such vehicle was Booted.

c. Service Level Credits

The following Service Level Credits will apply (unless there were no Boot-Eligible Vehicles parked at any of the O'Hare Airport parking lots during the days the Service Level Credit is being considered, or if the weather conditions were so severe as to have the Department of Finance authorized representative approve for the exemption of requiring the Contractor to perform at the Service Levels listed above).

- i. If Contractor fails to meet a Service Level for Booting on more than one day per calendar month, Contractor must report such event and provide the Department of Finance with a Service Level Credit in the amount of \$1,500 for each day that any one Service Level was not achieved.
- ii. If Contractor fails to meet the Service Level for Boot Release on more than two (2) occasions per day, Contractor must, on each of those month's invoice, include Service Level Credits in the amount of \$100 for each 15-minute increment following the 15-minute Boot Release Service Level required of the Contractor.

d. Service Level Adjustment/Suspension

The Comptroller may determine time periods during which the Service Level requirements may be temporarily adjusted or suspended. Any such temporary adjustment or suspension will be set forth in writing by the Comptroller with notice provided to the Contractor.

The Comptroller may waive Service Level Credits when Contractor is able to demonstrate to the Comptroller's reasonable satisfaction that its failure to meet established Service Levels was due to circumstances beyond its reasonable control.

4. Booting Process

The Contractor must perform the Boot operations per the training instructions provided by the Department of Finance.

- a. The Contractor must locate all Boot-Eligible Vehicles in the O'Hare Parking lots.
- b. The Booter must apply a Boot to the Boot-Eligible Vehicle. (Please refer to the "Boot Application and Removal Procedures".)
 - i. Contractor will be liable for any vehicles damaged during the Booting operation.
 - ii. Contractor must note any wheel, wheel rim, or tire damage prior to applying the Boot.

- c. Following the installation of the Boot, the Booter must affix a City-provided adhesive-backed vehicle immobilization notice to the vehicle. The Booter must then enter the Booting information into the CANVAS from an identified computer having access to CANVAS.
- d. If CANVAS is not accessible for any technical reason, Contractor must immediately notify the Manager of Booting Operations from the Street Operations Division of the City's Department of Finance, who will then take appropriate actions to account for the booted vehicle and reinstate accessibility into CANVAS.
- e. Contractor must perform the necessary data entry updates into CANVAS.
- f. When a vehicle has been immobilized by the Contractor at any of the O'Hare parking lots and the allotted time listed below has passed, the Contractor must contact the authorized representative from the Department of Streets and Sanitation in order to have the immobilized vehicle towed.
 - i. All immobilized vehicles will be towed to a City approved location by the City.
 - ii. Contractor must contact the authorized representative from the Department of Streets and Sanitation in order to have specified immobilized vehicles to be towed from the eleventh day from initial date of immobilization if vehicle is parked in a Terminal lot non-international parking lot – currently this is lot D in Terminal 5 (this 11-day-wait scenario is predicated upon a policy to provide the booted vehicle's owner, who may be traveling, to be provided an opportunity to return from their travels, and upon discovering the Boot on his vehicle make a payment for the scofflaw violation, and pay for the parking fees due, in order to have the Boot removed before being towed);
 - iii. Contractor must contact the authorized representative from the Department of Streets and Sanitation in order to have specified immobilized vehicles to be towed from the International lot or any Economy Lot, on the sixteenth (16th) day from initial date of immobilization if the vehicle is in an (International lot currently lot D in terminal 5 & Economy Lots are Lot E, F, and G).
 - iv. All vehicles that require towing may be required to be moved to a lot that is accessible to a tow truck company. This would be required if a city tow or third party tow can not clear a parking structure height.
- g. Contractor must collect all Booting fees as required by a Booted customer making Booting fee payments by cash, check, or credit card payment, and issue a payment receipt to the paying Booted customer; and
 - i. maintain all bookkeeping and accounting records (including daily activity reports) of Booting fee transactions in accordance with generally accepted accounting principles and practices;
 - ii. prepare and provide a daily Booting transaction report as required by the Comptroller of Finance;
 - iii. if a customer whose vehicle is booted cannot make a full-payment of the Booting fees, then Contractor must assist that customer in entering into a Department of Finance-authorized payment plan in accordance with Department of Finance guidelines, and issue the customer a copy of the agreed-to payment plan.

- h. Immediately after Contractor's cashier has received payment of all required Booting fees (and all other associated fees that may be applicable), Contractor will Release the Boot in accordance with the Service Levels per Day section.
- i. Contractor must generate a parking fee invoice associated with the towed vehicle and enter the parking fee balance due in the CANVAS System. (The City will collect the parking fee when the towed vehicle is Released from the Auto Pound.)
- j. After removal of the Boot, the Booter must data-enter the Release Information into CANVAS.
- i. If CANVAS is not accessible for any technical reason, Contractor must immediately notify the Manager of the Citation Administration Division of the City's Department of Finance, who will then take appropriate actions to account for the Release Information into CANVAS, and reinstate accessibility into CANVAS.
- k. Contractor must cooperate with the City's Streets and Sanitation Department, which will tow vehicles to the Auto Pound.

5. Deliverables

Weekly Reports: Contractor must provide reports on a weekly basis and deliver them to the authorized representative from the Department of Finance. The City reserves the right to change or request new reports as reasonably deemed necessary. Weekly reports must include, but are not limited to, the following:

- a. total number of Boot-Eligible Vehicles identified by LPR as a match to the Boot-Eligible Vehicle list, per day;
- b. total number of Boots applied per day;
- c. total number of Boots applied at each O'Hare parking lot;
- d. total number of Boots Released;
- e. total number of vehicles towed, (noting if Boots or locks have been damaged);
- f. total number of Boots (or vehicle) "gone on arrival" (GOA) or presumed stolen;
- g. total number of plates "read" by LPR per day, per shift / per LPR operator;
- h. total number of false-positives (a "false-positive" is when the LPR software considers a vehicle's license plate as a match to a Boot-Eligible Vehicle's license plate, but is, in fact, an error made by the LPR software);
- i. total number of hours/days that the Contractor's LPR system was not functioning properly, and comments explaining what actions were then taken.

Monthly Reports: Contractor must provide reports on a monthly basis and deliver to the authorized representative from the Department of Finance. Monthly reports must include:

- a. Total number of customer complaints, if any;
- b. "Performance measure reports" must document and explain all fluctuations in booting totals, whether booting is up or down from the previous month, and must compare a year-to-date figure.
- c. The performance, in terms of quantifying the number and frequency of Boots applied and other Boot-related operations, between their Booting employees and share those reports with their management, in an effort to teach and encourage Boot performance increases and other efficiencies. Some examples of data contained in these reports would be:

- i. Hours worked per employee
- ii. Number of boots applied per hour
- iii. Number of vehicles parked per day (if this data is available) compared to how many vehicles were booted;
- iv. Weather reports – snow-covered plates or other extreme weather conditions making plates un-readable;
- v. Incidence and how hardware/software malfunctions were handled, etc.

All reports must be submitted to the authorized representative from the Department of Finance via e-mail or fax, in a manner approved by the Department of Finance.

6. Boot Application and Removal Procedures

Note: the City reserves the right to amend the Boot Applications and Removal Procedures and City Ordinance whenever necessary and upon notice to the Contractor.

The following description of booting procedures may vary depending upon the actual type of Boot device available.

After a Boot-Eligible vehicle has been identified, the *Booter* should park their vehicle as close as possible to the vehicle to be immobilized. The *Booter* should park directly in front or in back of the vehicle. This gives the *Booter* a safety shield while applying the *Boot* and prohibits the owner from entering the vehicle and driving away while the *Boot* is being applied.

When a vehicle is parked in an ORD parking lot, the *Boot* should be applied to the driver's side of the vehicle on the rear tire. By applying the *Boot* to driver's side, the vehicle owner has a better chance of noticing the *Boot* when approaching or entering the vehicle in the parking lot.

a. Installation of Boot

- To Apply Jaw Assembly

Position the jaw around the back of the tire so the ends of the jaw firmly grasp the tire rim lip on both the inside and outside. The jaw locking bolt must be locked in place by using a 13/16" socket ratchet, turning clockwise until completely tightened. Test the grip strength by shaking the jaw from side to side. Note: For easier application, place socket ratchet over jaw bolt head prior to positioning jaw on wheel rim.

- To Apply Arm Assembly

Place arm over outside of jaw assembly fitting arm retainer ear into coordinating grooves. As this is done, dish will fit over wheel cover. Make sure the bolt connecting the arm to the jaw is placed to the left of the lock box hole so that the arm is firmly in place prior to tightening the bolt. The arm retainer bolt must be locked in place by using a 13/16" socket ratchet, turning clockwise until completely tightened.

- To Apply Lock

Place lock box cover over lock box, sliding the shank into the coordinating sleeve. Hook padlock through holes on underside of lockbox. Padlock should be closed in a forceful manner to ensure that *Boot* is secure. Test padlock by pulling it backwards.

After application of the *Boot* the *Booter* will affix an orange adhesive-backed notification sticker to the lower right area of the driver's window. The *Booter* will return to his vehicle to enter the Booting information into CANVAS.

b. Removal of Boot

Upon confirmation from the City's cashier that O'Hare parking fees, parking ticket violation fees, and applicable Booting fees have been paid, and provides the *Booter* with necessary information (license plate, make of vehicle, color, and location of vehicle) *Booter* must proceed immediately to the designated location to Release the *Boot*.

When the immobilized vehicle has been located, the *Booter* should park their vehicle as close as possible to the vehicle to be released. The *Booter* should park directly in front or in back of the vehicle. This gives the *Booter* a safety shield while removing the *Boot*.

The *Booter* should unlock the padlock, which is located on the underside of the lock box. After padlock is removed, the *Booter* should remove the cover from the lock box and loosen the arm retainer bolt using a 13/16" socket ratchet, turning counter clockwise. The *Booter* should then loosen the jaw locking bolt in the same manner.

Once the *Booter* has removed the *Boot*, the dispatcher must be notified of the actual time of Release and the information must be entered into CANVAS.

c. Vehicle Impoundment

Contractor must record the date and time when a vehicle was Booted, and the location of where each vehicle booted is parked. This information is used to determine the vehicle's eligibility for towing and impoundment.

Vehicles with locking hubs that cannot be towed by the rear of the vehicle, and which are parked inside one of the ORD garages (and which cannot be towed by a Streets and Sanitation tow truck because of the tow truck's height or other physical constraints), may need to be towed by the Contractor and moved to one of the ORD surface lots, where a Streets and Sanitation designated tow truck will have physical access to the Booted vehicle.

7. Vehicle Booting Price Proposal

In 2009, the current vendor booted 2,045 vehicles and paid exits per the current operator were 3,457,417. (A "paid exit" is used to count the number of vehicles which were parked, paid, and exited the parking lots at O'Hare Airport.)

In 2010, the current vendor booted 2,045 vehicles and paid exits per the current operator were 3,414,348.

The Department of Finance requires one fully-loaded price for the booting scope of work to be submitted in conformance with the following:

The Contractor's proposed price shall be a "Per Boot Price" unit price. The proposed price shall be "fully loaded" that must include all costs such as, but not limited to: labor; benefits; cost of living increases; uniforms; gas; insurance; vehicles; LPR system equipment, software, and installation; LPR system maintenance and support; management; reports; any hardware, software, and software upgrades; replacement of parts and equipment due to wear and tear; profit; overhead; taxes; security; towing (as described above when required); etc.

The Per Boot Price must be supported by documentation of a price-breakdown-schedule itemizing all costs which make up the Per Boot Price. This price-breakdown-schedule of the price will be the basis from which future Per Boot Price price-adjustments may be considered. (See #3 below.)

Per Boot Price price-adjustments will be considered upon request made by the Contractor to the City upon each anniversary date beginning on the award date of the contract and every anniversary date thereafter. However, the amount by which the Per Boot Price may be increased must relate directly to a cost-item itemized in the price-breakdown-schedule (as provide per #2 above). The cost item must be demonstrated to have actually increased in the prevailing Chicagoland marketplace during the previous 12-month period, beginning on the awarded contract Agreement's anniversary start date, and each subsequent Agreement anniversary date thereafter.

For example: if diesel fuel, or union labor rate cost items are itemized in the price-breakdown-schedule at the time of Proposal submittal, and 12-months from the contract Agreement award date the Contractor can demonstrate a change in their cost for diesel fuel or union labor rates over the period of time since the contract Agreement was first awarded, and if the Contractor requests a price increase based on those cost increases, then the City shall consider adjusting the Per Boot Price. If, after such consideration, the Chief Procurement Officer agrees to a Per Boot Price price-adjustment, all adjustments, if any, must be approved by the Chief Procurement Officer in accordance with the contract change Amendment process. Per Boot Price price-adjustments will not be unreasonably withheld if supported with the proper documentation and if deemed to be in the best interest of the City.

For example: if, the Contractor's awarded Per Boot Price is \$30, and \$5.00 of the \$30 is for diesel fuel cost as is indicated in the price-breakdown-schedule, and 12-months after the contract Agreement was awarded the Contractor requests a \$1.00 increase in the Per Boot Price (attributed to the Contractor's demonstrated 20% increase in diesel fuel cost, which was also experienced throughout the Chicagoland area), and if the Contractor documents such increases by attaching a printout of the relevant references to a third-party resource (such as the www.fuelgaugereport.com website) for Illinois supporting the 20% increase, and submits the price increase request to the Chief Procurement Officer, then the City shall consider adjusting the Per Boot Price to \$31.

Per Boot Price price-adjustment may be considered upon request made by the Contractor to the Chief Procurement Officer in the event there is an unforeseen cost imposed upon the Contractor, after the proposal due date, and is required in order for the Contractor to provide services to the City.

The Per Boot Price is subject to negotiation during the contract negotiation phase of the RFP process.

Please provide a price-breakdown-schedule itemizing all costs which make up the Per Boot Price.

Exhibit 1

Attachment E

PCI DSS PLAN

EXHIBIT 1E PCI DSS Plan

PCI Compliance Requirement

Executive Summary & Objective

Contractor from and after the effective date of this Agreement shall be responsible for implementing and monitoring a plan to (a) comply with the Payment Card Industry ("PCI") Data Security Standard to the extent applicable to the Services and (b) to secure all payment cardholder data in its possession. Issuance of an annual certificate of PCI Data Security Standard compliance will be made by the City's contracted Qualified Security Assessor ("QSA").

The cost of implementing the monthly monitoring and required subcontracting under the PCI DSS Plan shall be reimbursed by the City as part of Contractor's compensation under the Agreement. Said costs are reflected in the City-approved Operating Budget for Contract Year 1.

To the extent implementation of the PCI DSS Plan reveals the need for actions in addition to the monthly monitoring contemplated in the PCI DSS Plan, or reveals the need for curative measures, or to the extent curative measures are otherwise needed, said additional actions and curative measures shall be proposed by Contractor in a Task Order Proposal submitted to the Commissioner in accordance with the Agreement. Upon the Commissioner's written approval of the Task Order Proposal, the Task Order shall be undertaken by Contractor in conformity with the approved Task Order Proposal. The cost of implementing all Task Order Proposals and related curative measures (including, without limitation, equipment purchases, modifications or upgrades) shall be reimbursed by the City.

Contractor shall not be liable hereunder if the Commissioner's failure to approve, or timely approve (within 60 business days of Contractor's request), a Task Order Proposal results in a breach of the PCI Data Security Standard, provided the Task Order Proposal was timely submitted by Contractor for the Commissioner's approval, included all required submittals and conformed to the PCI DSS standards.

The parties recognize that certain elements of the PCI DSS Plan shall be subcontracted by Contractor to qualified professionals in the fields of revenue control equipment technology and PCI DSS compliance. In addition, the City's own information technology personnel may elect to directly undertake certain tasks under the PCI DSS Plan. Contractor shall not be reimbursed by the City for any work under the PCI DSS Plan which is undertaken by the City, provided (1) Contractor shall not be liable hereunder if those elements of the PCI DSS Plan undertaken by the City are not appropriately or timely performed by the City, resulting in a breach of the PCI Data Security Standard, and (2) Contractor shall have the right to cure, subject to reimbursement by the City, any element of the PCI DSS Plan which is not timely or appropriately undertaken by the City, resulting in a breach or threatened breach of the PCI Data Security Standard.

Any Contractor-owned hardware or software installed by Contractor which is not reimbursed or paid for by the City shall remain Contractor's asset and shall be removed by Contractor upon expiration or sooner termination of the Contract.

The City of Chicago's Department of Aviation has requested that Standard Parking Corporation (SPC) provide Payment Card Industry Data Security Standard (PCI DSS) Compliance and Maintenance Services focused on protecting sensitive credit card data that is stored, processed or transmitted from O'Hare Airport's parking facilities.

PCI DSS is a multifaceted security standard that includes requirements for security management, policies, procedures, network architecture, software design and other critical protective measures. This comprehensive standard is intended to help proactively protect customer cardholder data.

Notwithstanding any contrary provision in this Exhibit 1E, Contractor shall not perform those elements of the PCI DSS Plan (if any) which the City or another contractor of the City perform, provided the City and such other contractor (as applicable) document and share the results of such performance so that Contractor can utilize such information in order to fulfill its obligation to comply with the PCI Data Security Standard.

The table set forth on the following pages outlines the PCI DSS requirements that need to be maintained for compliance with respect to the current (as of July 1, 2012) equipment used to process credit card transactions at the Airport parking facilities. The City plans to replace the revenue control system at the Airport parking facilities in the near future, at which time the credit card transaction equipment will change. Accordingly, a new PCI DSS Plan will be developed by Contractor for approval by the City. The cost of the new PCI DSS Plan development and implementation shall be reimbursed by the City.

| Build and Maintain a Secure Network | |
|--|--|
| Requirement 1 | Install and maintain a firewall configuration to protect cardholder data |
| Requirement 2 | Do not use vendor-supplied defaults for system passwords and other security parameters |
| Protect Cardholder Data | |
| Requirement 3 | Protect stored cardholder data |
| Requirement 4 | Encrypt transmission of cardholder data across open, public networks |
| Maintain a Vulnerability Management Program | |
| Requirement 5 | Use and regularly update anti-virus software or programs |
| Requirement 6 | Develop and maintain secure systems and applications |
| Implement Strong Access Control Measures | |
| Requirement 7 | Restrict access to cardholder data by business need to know |
| Requirement 8 | Assign a unique ID to each person with computer access. |
| Requirement 9 | Restrict physical access to cardholder data. |
| Regularly Monitor and Test Networks | |
| Requirement 11 | Regularly test security systems and processes. |
| Maintain an Information Security Policy | |
| Requirement 12 | Maintain a policy that addresses information security for employees and contractors. |

Scope Assessment

Under this agreement, Standard Parking Corporation (SPC) is proposing the following tasks and services to meet PCI-DSS compliance goals for July 2012:

Discovery and Assessment

During the discovery and assessment phase SPC's Information Security Team will perform a PCI assessment of O'Hare Airport's Parking Network which includes but is not limited to:

- a) Reviewing logical network design and diagrams provided by the City of Chicago,

- b) Performing a physical walk through of O'Hare facility for validating the network diagram,
- c) Inventorying servers, network devices, technical and non technical controls in the PCI environment,
- d) Identifying personnel / groups accessing cardholder data,
- e) Reviewing revenue control equipment setup and configuration.

PCI Data Security Standards Gap Analysis

Based on information compiled from the discovery and assessment phase, SPC's Information Security Team will perform a gap analysis against the PCI DSS v2.0 which includes:

- a) Mapping existing policies, procedures and process utilized to protect cardholder data and identify gaps,
- b) Creating a gap analysis matrix with action steps for remediation (i.e. process, policy, people and/or technology),
- c) Independent QSA review of remediation plan,
- d) Identifying and verifying appropriate compensating controls where remediation is not feasible,
- e) Submitting task order requests to the City as needed for gap remediation.

Payment Card Industry Data Security Standard (PCI-DSS) Managed Services

SPC's Information Security Team has performed a detailed network infrastructure review of O'Hare airports parking network and based on the assessment SPC has determined the scope of PCI environment is limited to securing the Verifone network devices that process credit card transactions.

Verifone consumer-facing payment devices are self contained secure units that provide end-to-end encryption for transmitting transactional data and other communications. SPC has verified the model and firmware of these devices and have found them to be PCI compliant. Because of the end-to-end encryption of transmitted data existing revenue control equipment, which operates independently of the Verifone devices, will be out of scope for PCI compliance.

After consultation with an independent QSA SPC will provide the following services for maintaining PCI compliance in a Verifone networked environment, which also align with requirements outlined in SAQ C

Annual Network Penetration Testing

PCI DSS requirement 11.3 requires that penetration testing be performed against both external and internal environments on an annual basis.

Standard Parking will engage a PCI Approved Scanning Vendor (ASV) to perform the external penetration test on an annual basis.

Note: Denial of Services (DoS) attack techniques are not performed as part of the penetration testing

SPC will perform Internal Penetration Testing on an annual basis for all in-scope PCI devices within the O'Hare Airport parking facility network.

Quarterly Internal and External Vulnerability Scans

PCI requirement 11.2 requires that internal and external network vulnerability scans must be performed at least quarterly and after any significant change in the network.

Standard Parking will perform internal vulnerability scanning once a quarter for all in-scope PCI devices within the O'Hare Airport parking facility network.

Standard Parking will engage a PCI Approved Scan Vendor (ASV) to perform the quarterly external vulnerability scans against external facing IP addresses of the network.

Quarterly Wireless Network Scans

PCI requirement 11.1 requires that quarterly wireless scans must be performed to identify the presence of rogue wireless access points by using a wireless analyzer.

Standard Parking will perform wireless scanning once a quarter against the O'Hare Airport parking facility network.

The objective of this requirement is to identify unauthorized or rogue wireless devices not specifically deployed by the organization which can be used by an attacker to access and compromise security of cardholder data or the environment.

Security Awareness Training

Standard Parking has developed a comprehensive Security Awareness and Training Program for new and existing employees whose job functions requires access (electronically or physically) to cardholder data or its systems.

All such employees are required to go through the training program annually or prior to starting in their position. All employees must pass a test ensuring they fully understand the importance of security and protection of cardholder data.

Security Log Monitoring

SPC will provide Security Log Monitoring (SLM) services with the capabilities to address PCI Requirement 10 (track and monitor access to the required resources and cardholder data). The following items apply:

- a) Log monitoring will be performed on a daily basis as defined by established log monitoring criteria.
- b) High-priority security events will be investigated promptly and action will be taken in a reasonable time frame to mitigate the risk.
- c) Medium-priority security events will be logged and action will be taken during business hours.

Configuration & Change Management

Change Management will be monitored by SPC in accordance with SPC change management policy. All changes will require approval and sign-off by SPC prior to implementation. Emergency changes due to failed equipment may be implemented immediately but documentation of the change must be completed by next business day.

Assumptions

PCI Compliance Managed Services will be provided based on the following assumptions listed below. The purpose of this section is to eliminate confusion between the City of Chicago and SPC and ensure continuous PCI compliance for O'Hare Airports parking facility.

- a) Scope of maintaining PCI DSS compliance is limited to monitoring the exiting Verifone equipment and its interconnecting devices.
- b) Existing revenue control equipment will be out of scope for PCI compliance and will be exempt from a security review.
- c) SPC will not assume responsibility of PCI compliance if Verifone technology is replaced by city of Chicago.
- d) SPC will not assume responsibility of any network management services (i.e. fault management, bandwidth management, interface errors, CRC or uptime availability)
- e) SPC will continue to maintain fiber/copper network wiring, media converters, network jacks, and camera equipment as part of our subcontract with CAL Communications.
- f) SPC will ensure vendor service contracts are in effect at all times for all network/server equipment that is under a service contract maintained by SPC
- g) SPC will not assume responsibility of replacing failed network equipment unless the equipment is under an existing service contract maintained by SPC.
- h) SPC will not assume responsibility for working with the ISP in the event of Internet connection failure.
- i) SPC will support and maintain vendor service contracts for SPC-owned network equipment.
- j) The City of Chicago will be responsible for submission of the Report on Compliance (ROC). Pre-audit requirements for PCI compliance certification must be provided to SPC four weeks prior to commencement of the annual on-site review.

Exhibit 1

Attachment F

GROUND TRANSPORTATION MONITOR DUTIES

Attachment F

GROUND TRANSPORTATION MONITOR DUTIES

Summary: The dispatching of taxis and limousines, providing transportation information to the traveling public and the collection of tickets and transportation documents.

Essential Duties and Responsibilities

1. Greeting and directing the traveling public to the proper taxi and limousine lanes.
2. Obtaining passenger destination information and requirements.
3. Assisting with luggage
4. Opening and closing of taxi doors and trunks
5. Collecting all terminal tickets and prearranged forms.
6. Assuring all tickets and prearranged forms are affixed with Airport Department TSA Stamps (MPEA stamps).
7. Assisting with traffic mitigation.
8. Preparing shift end reports
9. Controlling access gates into terminals
10. Using basic deductive logic to determine commercial vehicle requirements and dispatching the appropriate number of vehicles. Call down taxis from the Commercial Vehicle Area (CVHA) as required by Airport patron demand.
11. Assist with enforcing "No Dwell Time" in the livery lane.
12. Issue short trip tickets to taxi drivers after verifying airport patron's destination. Time stamp all short trip tickets.
13. Work with O'Hare Police Detail whenever requested.
14. Enforce rules and regulations set forth by the Department of Business Affairs and Consumer Protection (BACP) required for public chauffeurs.
15. Explain different types of public transportation available when requested.
16. Explain Blue Line train information when requested.
17. Explain the meter taxi system verse share-a-ride system when requested.
18. Keep the airport patron line in an orderly first come first serve basis
19. Maintain crowd control during peak volume periods.

20. Attend court hearing regarding public vehicle operation division violations. Most hearing can be performed via the telephone.
21. Monitor that MPEA emblems are current for ground transportation provider and if not, notify Chicago Police Department to issue a ticket and deny access to the airport.

TAXI, LIMO STAGING AREA

1. Dispatch City taxis, suburban taxis and limos in an orderly fashion when requested by terminal starter.
2. Collect all MPEA stamps, tickets, pre-arranged limo and suburban taxi forms and short trip when dispatching to the terminal. Issue ticket stub to taxi and pre-arrange limo and suburban taxi form(s) to limo suburban taxi drivers for terminal loading.
3. Stamp short trip tickets and issue short trip ticket stub for terminal loading.
4. Monitor staging area and report any problems to supervisor.

GROUND TRANSPORTATION SUPERVISOR DUTIES

1. Monitor the performance of Ground Transportation Monitors assisting them with operations whenever required.
2. Monitor all forms of Ground Transportation making sure all vehicles are properly staged, reporting any problems to O'Hare Police Detail.
3. Collect all MPEA stamps and tickets collected from the prior shift to make sure stamps have been properly defaced after submission by ground transportation provider.
4. Audit MPEA stamps and tickets collected from the prior shift.
5. Following day fill out Daily Activity Report sheet forwarding information to Monthly Report including the O'Hare Ground Transportation Access Permit Log.
6. Attend all meetings relevant to Ground Transportation as required.
7. Schedule Ground Transportation Monitors as required.
8. Load ticket spitters as required.

NOTE: Metropolitan Pier Exposition Authority (MPEA) passed an Airport Departure Tax Ordinance to help pay for McCormick Place Expansion. The tax is implemented as described below:

Taxi and limousine drivers are required to submit a MPEA Airport Departure Tax Stamp to the starter on duty before loading in the terminal lane. MPEA Airport Tax Stamps can be purchased, currently, for \$4.00 per Stamp, sold in sheets of ten Stamps per sheet from various agencies throughout the City of Chicago. Taxi and limousines have a sign on them explaining the Departure Tax and that

the driver can pass the cost to the airport patron.

Buses, etc, are not required to submit an Airport Departure Tax Stamp because an MPEA Tax return is filed with the Finance Department on passenger loads.

GROUND TRANSPORTATION DIRECTOR

1. Oversees all aspects of Ground Transportation.
2. Schedule and conduct meetings with all Ground Transportation users on a monthly basis.
3. Perform monitor supervisor duties as required.
4. Answer customer of ground transportation user's complaints or comments as required.

GROUND TRANSPORTATION AUDIT OPERATIONS PROCEDURES

Monitor Report must be filled out by starters in the following manner:

1. Starter's name, shift, booth number and date
2. All tickets and forms collected must be counted and recorded during each shift. If any spitter tickets are changed during a shift they must be listed in the comment section as new starting and ending numbers. The last ticket from the old bundle would be the original ending number.
3. Meter counts refer to the starting number of the shift and ending number of the shift.
5. All tickets, pre-arranged taxi and limousine forms must be turned in at the end of your shift with your Monitor Report.
6. List pre-arranged Taxi Total, as they are not listed in the hourly column.
7. "DO NOT" list anything in the RE-CAP section. That section is for office personnel only.

SUPERVISOR/OFFICE PERSONNEL RESPONSIBLE REGARDING DAILY ACTIVITY REPORT

1. All monitor reports must be audited after their shift or as time warrants. Tickets, limousine forms, MPEA stamps, and any other information must be counted or verified.
2. The following day, the Daily Activity Report must be filled out by compiling all Monitor's Report Information into one report. Staple of monitor reports to the Daily Activity report for filing.
3. All Daily Activity report information must be transferred to the Monthly Summary on a "daily basis" including the O'Hare Ground Transportation Access Permit Log. All information must be double checked for accuracy.
4. All spitter tickets that are changed during a monitor's shift must be recorded with a new starting number in the comment section of monitor's report. Machine voids must be labeled M/V's, initialed and then given to the monitor on duty. They must list them in the

comment section. This will assure an accurate ticket count. When completing the daily activity report the new ticket readings must be listed in the comment section.

REGARDING SHORT TRIP TICKET FORMS

1. Short trip tickets given to starters must be listed on the inventory form. The supervisor or office personnel must verify tickets at the end of the shift.

Exhibit 1

Attachment G

GENERAL MAINTENANCE CLEANING – QUALITY STANDARDS

Attachment G

GENERAL MAINTENANCE CLEANING – QUALITY STANDARDS

Maintaining Quality Cleaning Standards

Achieving a clean facility and keeping it clean requires cooperation and supervision. Because the work is spread out over several surface lots, communication between Managers and attendants it is essential to know that cleanliness of the facility 24 hours a day, 365 days a year. Quality inspection standards must be applied and maintained. Reliable, timely information about the cleanliness condition of the facility must flow throughout the entire organizational structure.

The Facility Inspection Checklists (Sample Maintenance Schedules (Shift 1 - 6:00 a.m. – 2:00 p.m. and Shift 3 – 10:00 p.m. – 6:00 a.m.)) should be completed by the Parking Manager at least once per day. On a monthly basis, the General Manager should accompany a Manager during the performance of an inspection. All Managers should review a copy of all completed inspection checklists.

Definitions:

1. **Cleaning:** Cleaning is defined as the complete, detailed housekeeping of an area, including but not limited to sweeping, scrubbing, washing, dust-mopping, and damp and wet mopping or vacuuming entire areas.
2. **Policing:** Policing is defined as the minimum type of housekeeping necessary to help maintain a uniformly acceptable level of cleanliness and appearance between cleanings. Policing includes, spot sweeping, spot scrubbing, dust-mopping, spot vacuuming, pick up litter, spot mopping to remove spills and spoilage, emptying filled waste receptacles, re-supplying and disinfecting washrooms, spot wiping fixtures and gum removal. The materials, tools and equipment used policing are generally the same as are used in cleaning.

SURFACE LOT AREAS – ENTRANCE AND EXIT LANES

General: Surface lot area cleaning and maintenance should be accomplished by completing such tasks as policing; spot cleaning, wet mopping, machine sweeping, hand sweeping corners and inlets, between, beneath, in front of and behind parked cars; and vacuuming. The goal of the cleaning program should be to clean the entire facility at least once every week.

Safety warning signs, "wet floor" signs, etc. , should be set up in areas where cleaning and/or wet floors conditions may be a hazard. No dirt or debris should be left in corners, behind curbs beneath parked vehicles or inlets. Gum and other foreign matter should be removed during the policing and cleaning process. Observable dirt and debris beneath, in front of or behind parked vehicles, or other hard to reach areas should be picked up, swept by hand or vacuumed.

Specific Instructions

1. The entire parking facility should be policed and free of all litter and debris

2. All parking areas should be swept and cleared of all remaining dirt, sand and debris with an automotive machine sweeper.
3. Degreasing and/or cleaning fluids may be dispensed on built-up grease and oil stains located in parking stalls and on entrance and exit lanes.
4. After facility cleaning activities, the parking areas should be sufficiently clean that they, at a minimum, are free of standing water, dirt, debris, and other foreign materials, and present an appearance of overall cleanliness.
5. Standing water should not be left on any floor. It should be removed with a Wet-Vac.
6. Signs, columns, railings, overhead pipes, curbs and fire hose containers should be checked for paint touch-up.
7. The surface of the fire hose containers should be clean and free of stains, spots, streaks, fingerprints and other foreign matter. Dust, dirt and other foreign matter should be cleaned from all ledges and horizontal surfaces.
8. Signage should be inspected for integrity and operation. Any sign found missing or damaged should be reported to the Manager.
9. The surface of all signs should be clean and free of stains, streaks and other foreign substances. Surfaces should be wiped with a rag and cleaner to remove dirt, dust, etc.
10. Light fixtures and illuminated signs throughout the entire facility should be checked for operation. Any lamps or signs that are not lit or illuminated should be reported to the Supervisor.

Frequency

Shift 1:

1. Policing of the parking areas, exit and entrance lanes should be accomplished at least three (3) times daily.
2. Signs should be cleaned at least once each month on Saturday, Sunday or Monday, or as time permits or other days, or as conditions requires.
3. Cleaning and touch-up paintings of signs, columns, islands, platforms, etc. should be performed once each month of a Saturday, Sunday or Monday, or as time permits on other days or as condition require.

Shift 3:

1. Each driving aisle in each lot, entrance and exit lanes, should be swept by machine and by hand daily.
2. Each lot, entrance and exit lanes should be cleaned daily.

Cashier Booths

General: Cleaning and maintenance of cashier booths should be accomplished by completing such task as policing, spot cleaning, emptying and cleaning trash receptacles. Wet mopping, sweeping and scrubbing, and/or vacuuming the goal

of the cleaning program should be to clean each cashier booth once each day.

1. Extreme caution should be used when washing surface around or in the vicinity of electrical equipment. Water and other liquid solution will cause shocks, and could short circuit the parking/revenue control system.
2. It is the cashier's responsibility to secure all tickets, data records, equipment and cash.

Specific Instructions:

1. Floors should be damp mopped with detergent solution and rinsed with a clear solution. Floor surfaces should be free of all dirt, stains, soil and debris.
2. All ashtrays and trash receptacles should be emptied and cleaned with a detergent solution to remove dirt and soil. Trash can liners should be replaced with a fresh liner.
3. Telephone surfaces should be cleaned until they are free of stains, spots, streaks, fingerprints and other foreign matter. Mouth and ear pieces should be sanitized.
4. Glass and other surfaces should be cleaned with a spray cleaner and wiped dry with a clean cloth. Glass surfaces should be free of tape, papers, smudges, fingerprints and dirt spots.
5. Dust, dirt and other foreign matter should be cleared from the fee computer, all edges and horizontal surfaces.
6. Inside and outside walls should be clean and free of watermarks, scratches, dirt, spots, streaks, smudges and other foreign matter.
7. All painted surfaces should be checked for paint touch-up.
8. All lights should be checked. Any lamps that are burned out or broken should be repaired/replaced immediately.

Frequency

Shift 1 (6:00 a.m. – 2:00 p.m.):

1. The interior of the cashier booth should be policed at least twice each day.
2. Paint touch-up should be accomplished each month (as required) on Saturday, Sunday or Monday, or as time permits on other days or as conditions require.

Shift 3 (10:00 p.m. – 6:00 a.m.):

1. The interior of the cashier booths should be cleaned at least once daily.
2. The exterior of the cashier booths should be cleaned at least once each week on a Saturday, Sunday or Monday or as time permits on other days, or as conditions require.

General:

1. Cleaning of the office should be accomplished by completing such task as policing, spot cleaning, emptying and cleaning trash receptacle, wet mopping, sweeping and

vacuuming.

2. The goal of the cleaning program should be to clean the office each week.

Specific Instructions:

1. Safety warning signs should be set up in areas where cleaning and/or wet floor conditions may be a hazard.
2. Carpets should be swept or vacuumed to be free of dust, dirt and debris.
3. Carpets should be thoroughly cleaned to be free of dust, dirt stains and spots using spot remover or spot shampooing. Remove all residues from shampooing.
4. Uncarpeted floor surfaces should be dusted with a treated dust mop, or wet mopped or spray buffed to be free of all dirt, stains, soil and debris.
5. Dust and dirt should be removed from all horizontal and vertical surfaces using a lightly treated dust cloth.
6. Upholstered furniture should be washed or vacuumed. Spots or stains should be removed with spot remover.
7. All equipment and furniture moved during the cleaning process should be returned to its proper position after cleaning.
8. Dust, dirt and other foreign matter should be cleaned with office equipment, CRT and computer equipment cleaner.

NOTE: Extreme caution should be used when washing surfaces around or in the vicinity of electrical equipment. Water and other liquid solutions will cause shocks, and could short circuit the parking/revenue control system and computer equipment.

9. All painted surfaces should be checked for paint touch-up.
10. All ashtrays and trash receptacles should be emptied and cleaned with a detergent solution to remove dirt and soil. Trash can liners should be replaced with a fresh liner.
11. Telephone surfaces should be cleaned until they are free of spots, streaks, smudges, fingerprints and other foreign matter. Mouth and earpieces should be sanitized.
12. Glass and other surfaces should be cleaned with a spray cleaner and wiped dry with a clean cloth. Glass surfaces should be free of tape, papers, smudges, fingerprints and dirt spots.

Frequency:

Shift 1:

1. The office should be policed daily.
2. Paint touch-up should be accomplished each month (as required) on Saturday, Sunday or Monday, or as time permits on other days, or as conditions require.

Shift 3:

1. The office should be cleaned at least once daily.
2. Uncarpeted floors should be waxed once each week on a Saturday, Sunday or Monday, or as time permits on others days, or as conditions require.
3. Carpets should be shampooed once monthly.

PARKING EQUIPMENT**General:**

1. Extreme Caution must be taken to avoid getting dirt, dust, water, cleaning fluids, or any other foreign matter inside any ticket spitters, gate housings, cash registers, etc.
2. **Surfaces:** Issuing Machines and barrier gates housings and gate arm surfaces should be cleaned until they are free of stains, spots, streaks, smudges, fingerprints, dirt, dust, and other foreign matter.

Specific Instructions:

1. Dust and dirt and other foreign matter should be cleaned from all ledges and horizontal surfaces with a cloth and detergent solution.
2. Islands and adjacent entrance/exit lanes should be free of dirt, stains gum and other foreign matter and present an appearance of overall cleanliness.
3. Island should be washed and scrubbed by hand with a wet mop or utility brush and a detergent solution. Lanes adjacent to the island should be degreased, scrubbed and washed thoroughly by machine or by hand.
4. All painted surfaces should be checked for paint touch-up.

Frequency:**Shift 1**

1. Parking Equipment and islands should receive touch-up painting at least once monthly on Saturday, Sunday or Monday, or as time permits on other days, or as conditions require.

Shift 3:

1. Parking equipment should be cleaned each day.
2. Island should be cleaned and painted (touch-up) at least once monthly on a Saturday, Sunday or Monday, or as time permits on other days or as conditions require.

MAINTENANCE EQUIPMENT:

Instructions regarding the use, cleaning and maintenance of sweeping machines should be read and understood before an operator attempts to use and/or clean or service the equipment.

Sweeper:

1. Before using a sweeper, the operator should at a minimum:
 - a. Check that fluids (e.g. oil, fuel are adequate).
 - b. Check that the radiator is cleaned of dust and dirt.
 - c. Inspect hoppers and insure that the area is cleaned
 - d. Inspect brushes and tires for fit, wear and proper adjustment
2. After its use, the operator should, at a minimum, empty or clear the hoppers of dust and dirt, hose off the sweeper and inspect the brushes for wear and tear.

Frequency:

Shift 3

1. The sweeper should be inspected, checked and cleaned daily.

Exhibit 1

Attachment H

SAMPLE MAINTENANCE SCHEDULE

Attachment H

Sample Maintenance Schedule – 1st Shift (6:00 a.m. – 2:00 p.m.)

| Area | Frequency | | |
|---|--------------|----------------|-----------------|
| <u>Elevator Lobbies: (All E/Centers–Levels 1-6)</u> | Daily | Monthly | Sat./Sun |
| • Sweep hard surfaces | X | | |
| • Sweep and Mop islands and railings | X | | |
| • Mop and disinfect | X | | |
| • Empty trash cans | X | | |
| <u>Elevators: (E/Centers #5 & 6)</u> | Daily | Monthly | Sat./Sun |
| • Sweep, mop, and disinfect hard surfaces | X | | |
| • Spot check for fingerprints | X | | |
| <u>Offices:</u> | Daily | Monthly | Sat./Sun |
| • Vacuum rugs | X | | *X |
| • Sweep and mop floors | X | | |
| • Empty trash cans | X | | |
| • Dust surfaces | X | | |
| • Wash trash cans as needed | | X | |
| <u>Restrooms:</u> | Daily | Monthly | Sat./Sun |
| • Wash and sanitize units | X | | |
| • Sweep and mop floors | X | | |
| • Refill toilet paper, paper towels, and soap dispensers | X | | |
| • Empty trash cans | X | | |
| <u>Cashier Booths: (D, E, and F Lot)</u> | Daily | Monthly | Sat./Sun |
| • Sweep and mop | X | | |
| • Wipe countertops and equipment | X | | |
| • Empty trash cans | X | | |
| • Clean glass, signage, spites and gates | X | | |
| • Sweep islands | X | | |
| <u>Elevators Center Stairwells: (E/Centers #5 & 6)</u> | Daily | Monthly | Sat./Sun |
| • Police area for foreign matter and debris | X | | |
| • Sweep and mop | X | | |
| • Dust railings | X | | |
| <u>Parking Levels:</u> | Daily | Monthly | Sat./Sun |
| • Police area for foreign matter and debris | X | | |
| • Sweep and mop | X | | |
| • Power sweep and scrub (weekly)*Friday-Sunday | X | | |
| <u>Lunchroom:</u> | Daily | Monthly | Sat./Sun |
| • Sweep, mop, and disinfect hard surfaces | X | | |
| • Wipe vending machines and dust surfaces | X | | |
| • Empty trash cans | X | | |
| <u>Outside B-C/Remote Lots D, E, F G:</u> | Daily | Monthly | Sat./Sun |
| • Police area for foreign matter and debris | X | | |
| • Empty trash cans | X | | |
| • Sweep and wipe down bus shelters | X | | |

Sample Maintenance Schedule – 2nd Shift (2:00 p.m. – 10:00 p.m.)

| Area | Frequency | | |
|---|--|---------------------------------|-------------------------------------|
| Elevator Lobbies: (All E/Centers–Levels 1-6 & E/C #7) <ul style="list-style-type: none"> Sweep hard surfaces Check Artwork (interior/exterior) Mop and disinfect Empty trash cans | Daily X X X X | Monthly | Sat./Sun |
| Elevators: (E/Centers #3 & 4) <ul style="list-style-type: none"> Sweep, mop, and disinfect hard surfaces Spot check for fingerprints | Daily X X | Monthly | Sat./Sun |
| Offices: (Includes Administrative Offices) <ul style="list-style-type: none"> Vacuum rugs (*wash rugs weekly) Sweep and mop floors Empty trash cans Dust surfaces Wash trash cans as needed | Daily X X X X | Monthly X | Sat./Sun |
| Restrooms: <ul style="list-style-type: none"> Wash and sanitize units Sweep and mop floors Refill toilet paper, paper towels, and soap dispensers Empty trash cans | Daily X X X | Monthly | Sat./Sun |
| Cashier Booths: (D, E, and F Lot) <ul style="list-style-type: none"> Sweep and mop Wipe countertops and equipment Clean glass, signage, spikes and gates Sweep islands | Daily X X X X | Monthly | Sat./Sun |
| Elevators Center Stairwells: (E/Centers 5 & 6 & Garage Office) <ul style="list-style-type: none"> Police area for foreign matter and debris Sweep and mop Dust railings | Daily X X X | Monthly | Sat./Sun |
| Parking Levels: <ul style="list-style-type: none"> Police area for foreign matter and debris Sweep and mop Power sweep and scrub (weekly)*Friday-Sunday | Daily X X X | Monthly | Sat./Sun |
| Lunchroom: <ul style="list-style-type: none"> Sweep, mop, and disinfect hard surfaces Wipe vending machines and dust surfaces Empty trash cans | Daily X X X | Monthly | Sat./Sun |
| Outside B-C/Remote Lots D, E, F and G: <ul style="list-style-type: none"> Police area for foreign matter and debris Empty trash cans Sweep and wipe down bus shelters | Daily X X X | Monthly | Sat./Sun |
| Customer Service Trailer & Supplemental Offices <ul style="list-style-type: none"> Sweep and Mop Dust surface areas Empty trash cans Strip & wax floors Buff & refinish floors | Daily X X X As needed | Monthly | Sat./Sun |

| | | | | |
|--|--|-----------|--|--|
| | | As needed | | |
|--|--|-----------|--|--|

Sample Maintenance Schedule - 3rd Shift (10:00 p.m. – 6:00 a.m.)

| Area | Frequency | | |
|---|---------------------------------------|-------------------------|-------------------------------|
| <u>Elevator Lobbies: (All E/Centers–Levels 1-6 - all levels)</u> <ul style="list-style-type: none"> Sweep hard surfaces Sweep and Mop islands and railings Mop and disinfect Empty trash cans | Daily X X X X | Monthly | Sat./Sun |
| <u>Elevators: (All E/Centers–Levels 1-6 - all levels)</u> <ul style="list-style-type: none"> Sweep, mop, and disinfect hard surfaces Clean walls for fingerprints (inside & out) | Daily X X | Monthly | Sat./Sun |
| <u>Offices (Excludes Administrative Offices):</u> <ul style="list-style-type: none"> Vacuum rugs (*wash weekly) Sweep and mop floors (wax floors as needed) Empty trash cans Wash trash cans as needed | Daily X X X | Monthly X | Sat./Sun *X |
| <u>Restrooms:</u> <ul style="list-style-type: none"> Wash and sanitize units including walls Sweep and mop floors Refill toilet paper, paper towels, and soap dispensers Empty trash cans | Daily X X X X | Monthly | Sat./Sun |
| <u>Cashier Booths (Main Cashier Plaza & Bridge):</u> <ul style="list-style-type: none"> Sweep, and mop Wipe countertops and equipment Empty trash cans Clean glass, signage, spikes and gates Sweep islands | Daily X X X X X | Monthly | Sat./Sun |
| <u>Elevators.Center Stairwells (Centers 1 & 2):</u> <ul style="list-style-type: none"> Police area for foreign matter and debris Sweep and mop Dust railings | Daily X | Monthly | Sat./Sun X X |
| <u>Parking Levels:</u> <ul style="list-style-type: none"> Police area for foreign matter and debris Sweep and mop Power sweep and scrub (Weekly)*Friday-Sunday | Daily X | Monthly | Sat./Sun X X |
| <u>Lunchroom:</u> <ul style="list-style-type: none"> Sweep, mop, and disinfect hard surfaces Wipe vending machines and dust surfaces Empty trash cans | Daily X X X | Monthly | Sat./Sun |
| <u>Outside B-C/Remote Lots D, E, F G:</u> <ul style="list-style-type: none"> Police area for foreign matter and debris Empty trash cans Sweep and wipe down bus shelters | Daily X X X | Monthly | Sat./Sun |

Special Projects – Times may vary as to not interfere with operations

| Area | Frequency | | |
|---|-----------|-----------|----------|
| | Daily | Monthly | Sat./Sun |
| Cashier Booths: All Shifts <ul style="list-style-type: none"> Scrub and mop hard surfaces Wash glass and signage Wash gates and equipment Wipe off equipment | | X | |
| | | X | |
| | | X | |
| | | X | |
| | | X | |
| Elevators Center #7 <ul style="list-style-type: none"> Scrub and wax floors Wash glass interior/exterior and dust signage | Daily | Monthly | Sat./Sun |
| | | X | |
| | | X | |
| Bus Shelters: 2nd & 3rd Shifts <ul style="list-style-type: none"> Wash glass interior/exterior Sweep and power wash islands | Daily | Monthly | Sat./Sun |
| | | X | |
| | | X | |
| Ramps: All Shifts <ul style="list-style-type: none"> Power sweep | Daily | Monthly | Sat./Sun |
| | X | | |
| Garage Office: All Shifts <ul style="list-style-type: none"> Wash glass | Daily | Monthly | Sat./Sun |
| | | | X |
| Elevators: 1st -E/C #1-2 – 2nd - E/C #5-6 – 3rd - E/C #3-4 <ul style="list-style-type: none"> Detailed clean-up Scrub and wax floor as needed Clean elevator tracks | Daily | Monthly | Sat./Sun |
| | X | | |
| | | | X |
| | | | X |
| Outside Lots: All Shifts <ul style="list-style-type: none"> Power sweep only | Daily | Monthly | Sat./Sun |
| | | X | |
| Lobby Glass Doors: 1st -E/C #1-2 – 2nd - E/C #5-6 – 3rd - E/C #3-4 <ul style="list-style-type: none"> Wash all glass Empty trash cans | Daily | Monthly | Sat./Sun |
| | X | | |
| | X | | |
| Entrance/Exit Lanes: All Lots <ul style="list-style-type: none"> Degrease oil spots Use scrubber machines in Lots B, C, and Bridge Power Wash Machine – Lots D, E, & G | Daily | Monthly | Sat./Sun |
| | | X | |
| | | X | |
| | | X | |
| Miscellaneous: All Shifts <ul style="list-style-type: none"> Check Sweeper and Scrubber Machines Scrub and wash down all automatic door matting Clean B rooms(1st -E/C #1-2 – 2nd - E/C #5-6 – 3rd - E/C #3-4) | Daily | Monthly | Sat./Sun |
| | | | X |
| | | X | |
| | | As Needed | |

EXHIBIT 2: SCHEDULE OF COMPENSATION

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EXHIBIT 2

SCHEDULE OF COMPENSATION

I. STAFFING PLAN

- A. Organizational Chart: Contractor shall prepare a functional organizational chart showing Key Personnel that will work on a full-time salaried basis, unless otherwise negotiated, and all other scalable positions to be staffed to meet the needs of the scope of services, set forth in Exhibit 1 ("Services") and the contractual obligations.
- B. The Detailed Staffing Plan shall include a comprehensive list of all job categories/titles that Contractor anticipates using on a salaried or hourly basis to perform the Services with an estimate of the number of hours such persons will work in a given budget year or provide an estimate of the number of Full Time Employees required.
- C. The Staffing Plan should demonstrate how each person contributes to the delivery of the Services, including responsibilities and involvement on current and proposed CDA processes and projects, whether Key Personnel, salaried or hourly, or exempt or non-exempt. The CDA reserves the right to direct the Contractor to alter the Staffing Plan, including adding or deleting positions, upon thirty (30) days written notice.
- D. Any changes to Key Personnel or adjustments to the Staffing Plan where an individual's Job Classification, title, or job function is changed must receive prior approval by the Commissioner. Contractor must submit a justification memo explaining the proposed change and include resumes and other supporting material.

II. BUDGET

- A. Contractor shall submit an annual budget during the five (5) year term of this Contract including the allowable and allocable costs described below in the Compensation section. As part of the annual budget submittal, Contractor shall divide the budget into a General Administrative/Management and Custodial and Maintenance and Engineering/Skilled Trades portions. Any additional staff added during a budget year shall be compensated at the same rates provided for in the corresponding approved rates for the applicable budget year.
 1. Contractor shall also submit and present monthly personnel and budget updates with their monthly invoices and submit a quarterly updated budget and staffing plan for Commissioner review and approval. The City and Contractor may revise the Staffing Plan and budget as needed.
 2. As part of the quarterly report, Contractor shall track increases and any deviations from the latest approved budget. Contractor, as part of its quarterly report shall also track dollars spent versus Services provided. Any deviations from the approved budget must be explained and approved by the City in writing. As part of the quarterly report, all costs will be reviewed by the City in relationship to the level and quality of Services provided, including any engineering/maintenance/construction projects.
 3. Regarding the "Per Boot Price" unit price, the City and Contractor shall meet annually to evaluate and mutually agree upon an adjustment to the Per Boot Price to be paid in the current annual period (or mutually agree to maintain in the current annual period the Per Boot Price of the preceding annual period) based on the booting performance in the preceding annual period, specifically taking

into account the number of boots applied in the preceding year.

III. COMPENSATION

The Contractor shall be paid on a "Cost-plus Management Fee" basis for the Services provided under this Contract unless otherwise specified herein or as agreed to by the Parties for any Additional Services. Contractor shall be reimbursed for actual expenses incurred for materials and supplies and for wages and benefits as negotiated by the City and Contractor or as required by relevant collective bargaining Contracts. The City reserves the right to participate in any negotiations regarding renewals of collective bargaining Contracts that affect this Contract. Contractor will be paid a Management Fee which shall be paid out on a pro-rated basis with each monthly invoice.

Allowability and allocability of costs will be determined in accordance with the terms and conditions of this Contract. As further described below, compensation will consist of:

- A. Labor Costs.** Labor costs consist of the actual costs of all allowable and allocable salaries and wages (exclusive of overtime premiums) and payroll related taxes, labor related insurance (e.g. health), and fringe benefits paid by Contractor for the time spent in the performance of Services under this Contract (collectively, "Labor Costs" and "Burden"). Labor costs associated with Contractor's principals for administrative tasks are not billable. Principals may bill for their hours for non-administrative tasks directly applicable to the Services only by request and prior approval of the Commissioner.
- B. Maximum Hourly Labor Rate.** Contractor shall submit a comprehensive list of all job classifications required to deliver the Services described in Exhibit 1 and corresponding Maximum Hourly Labor Rate. Contractor's detailed staffing plan will list individuals and their actual corresponding hourly labor rate; **the Maximum Hourly Labor Rate is a true ceiling; all individuals within a certain job classification are not automatically entitled to the Maximum Hourly Labor Rate.**

 - 1. Salaried Employees.** Contractor shall calculate the hourly labor rate for salaried employees by dividing the base salary by 2080 hours (52 weeks x 40 hours). These individuals, however may not BILL more than 8 hours per day, or 40 hours per week. Contractor's salaried employees are professionals and are expected to complete all assigned tasks regardless of actual hours expended.
 - 2. Hourly Employees.** Contractor shall submit a list of job classifications and the corresponding Maximum Hourly Labor Rates. These rates shall reflect an annualized salary divided by 2080 or the actual hourly rate paid. Contractor shall also estimate the number of hours or Full Time Employees in the Staffing Plan as described above. In no circumstances may an hourly employee bill more than his corresponding annual maximum billable hours, unless previously authorized in writing by the Commissioner.
 - 3. Classification Rate Increases.** Upon request, job classifications and the corresponding Maximum Hourly Labor Rate may be adjusted, if at all, at the Commissioner's discretion, on an annual basis within 60 days of the anniversary date of the Contract. However, any such adjustment in rates shall not increase rates by more than 4% each year or the CPI for Kenosha-Gary-Chicago area, whichever is lower.
 - 4. Individual Raises.** Contractor may choose to distribute raises to specific individuals by submitting new Status Rate Forms which must also be approved by the CDA. However, the absolute dollar amount distributed cannot exceed the aggregate dollar increase approved via the Classification Rate Increase as described in the above paragraph.
 - 5. Prevailing Wage Rates.** Nothing herein shall contradict or relieve Contractor of

any obligations to pay its employees prevailing wages or other applicable wages and rates as required by its own Contracts, local, state, or federal laws.

C. Overhead.

All corporate and home office overhead costs are included in the Management Fee that the City and Contractor negotiates for each budget year.

D. Direct Costs: Direct costs will consist of those costs described below which are incurred in the performance of Services under this Contract, which are:

- allowable and allocable;
- are not included in Overhead or Burden (e.g. costs of operating Contractor's own offices or business, that are already paid for through Overhead and Burden);
- and are routinely and uniformly charged to specific projects (collectively, "Direct Costs").

Any expenditure in excess of \$10,000 which qualifies as a Direct Cost will require prior approval of the Commissioner. Contractor may not break down an expenditure which would otherwise be greater than \$10,000 in order to avoid this approval requirement. Direct Costs will include the following:

- 6. Drawings, Printing and Reproduction Costs.** The costs of all printing, binding and reproduction and related expenses required to perform the Services. Many of these services will be available at the Department of Aviation offices and should be used whenever possible and practicable.
- 7. Long Distance Telephone/Telegraph and Shipping Costs.** Long distance telephone calls, postage, messenger and overnight delivery costs. Cell phone and radio communication services are allowed for certain personnel only.
- 8. Liability Insurance.** Contractor may bill as a direct cost the premium for Liability Insurance as required by this Contract and must provide such back-up information as requested by the City.
- 9. Travel and Related Expenses.** Out of town travel is not anticipated under this Contract. However, should out of town travel become necessary in the performance of the Services, Contractor must obtain prior written approval from the City for expenses related to travel into or out of the City. All such expenses must conform with the current version of the City's travel reimbursement guidelines, a copy of which is available via the City's website or by contacting the Comptroller's Office. Expenses incurred for travel in Chicago will be subject to Group I Limitations as set forth in the City's guidelines. The City will pay current auto mileage to Contractor and/or Subcontractors for travel associated within project site visits as required by the Commissioner. The auto mileage rate within current City policy is- set forth in the Travel Guidelines and may be amended from time to time by the City Office of Budget & Management. Travel to and from Contractor's or Subcontractor's offices to the Airport are not eligible for reimbursement.
- 10. Purchase of Equipment, Tools and Vehicles.** Cost of any equipment, tools, furniture, computer equipment, or vehicles hired/leased or purchased for Contractor's performance of the Services, provided that any such item purchased will become the property of the City and further provided that Contractor must obtain prior written approval of the City for the purchase, hire or lease of such equipment, tools, furniture, computer equipment or vehicles to the extent any one such item will cost in excess of \$1,000. If vehicles are required, they must meet environmental and other standards as set forth by the CDA (e.g. hybrids/flex-fuel/or alternative fuel capable). Vehicles may only be used on-site and for business purposes only; off-site travel and personal use are prohibited.

11. **Permits and Fees.** Costs to Contractor for permits and fees, if any, required to carry out the Services, except for normal business and professional fees (which Contractor may include in its Overhead cost pool).
 12. **Premium on overtime.** Only when the Contractor pays its employees a premium in excess of its hourly rates for overtime spent performing Services, the cost of the premium will be treated as a Direct Cost. The City shall not pay any overtime costs for full-time salaried personnel. Contractor shall provide a list of job classifications eligible for over-time pay for approval by the City. Contractor shall give the City prior notice of any anticipated over-time requirements for review and approval.
 13. **Miscellaneous.** Any other costs or expenses incurred by Contractor as reasonable and necessary for the proper performance of the Services and allowable and directly allocable to the project. Any such expenditure in excess of \$1,000 will require prior approval of the Commissioner.
- E. **Subcontractors.** The City will reimburse Contractor for the costs of Subcontractors as those costs are incurred under or in connection with Subcontracts awarded by Contractor in accordance with the terms and conditions of this Contract, subject to the City's prior written approval. In no event is Contractor entitled to any mark-up of Subcontractor costs. The costs of Subcontractors which are reimbursable to Contractor will include the Subcontractors' Labor Costs, Overhead, Burden, profit and Direct Costs. Subcontractor compensation is subject to the same terms and limitations established for Contractor's compensation in this Exhibit 2.
 - F. **Emergency/Non-Budgeted Work.** For emergency services Contractor shall be compensated on the same terms and conditions as set forth herein in Exhibit 2 if the emergency services can be completed by employees and/or tradesmen already providing Services. If the emergency services require Contractor to hire additional subcontractors, services will be compensated on a time and material basis with a negotiated management fee not to exceed 5% of the cost of the entire project. Where Contractor engages subcontractors, it must seek competitive pricing by soliciting at least 3 different companies qualified to perform the work.
 - G. **Annual Management Fee.** Contractor and City shall negotiate an annual Management Fee to be billed and paid out on a pro-rated basis with the submission of monthly invoices.
 - H. **Maximum Compensation.** The maximum compensation under this Contract may not exceed \$145,000,000.00 without a formal written amendment pursuant to Section 3.1.4.9 of the Contract. Payments shall be paid from Fund Number 2012 740 85 4050 0140 0140 are subject to the availability of funds therein.

IV. METHOD OF PAYMENT

- A. **Invoices.** Contractor shall submit monthly invoices to the City for all services performed, including Subcontractor services, during the preceding month/billing cycle. Contractor must support each invoice with sufficient detail as required by the CDA to justify items in the invoice in accordance with Section 3.2.1.2, Invoices of the Contract including but not limited to hours worked/billed, and breaking out wages to show components such as actual wages paid to workers, any premium wages, benefits, and/or other burden components. Contractor must also provide, if applicable, a progress report in a format acceptable to the Commissioner. The Contractor must identify any variances from the budget and/or schedule and provide explanations for such variances.
- B. **Payment Support.** The Department may, from time to time, request payment supporting documentation such as personnel detail, expense receipts and subcontractor invoices. Such payment support shall be submitted to the Department within ten (10) business

days. Failure to submit payment support in a timely manner may be deemed grounds for nonpayment of the invoice item for which the request for payment support was made.

- C. **Invoice Disputes.** Invoices shall be paid within 60 days, as set forth in Section 3.4.1 and 3.4.2 of the Contract. However, if any portion of an invoice is disputed by the Department, the amount in question will not be paid and such contested portion of the invoice will be resolved in accordance with the Disputes provision of the Contract, Article 3.4.
- D. **Billing Periods.** Invoices must be submitted on a monthly basis for all services performed, including Subcontractor services, during the preceding month/billing cycle. Invoices crossing a span of multiple months or for months prior to the immediately preceding billing cycle will not be accepted. Reimbursable expenses must occur within the billing cycle of the invoice.
- E. **Audits:** In accordance with Section 3.2.1.8, Audits of the Contract, the City reserves the right to audit invoices and any documentation supporting any part of the compensation to the Contractor.

**OHARE INTERNATIONAL AIRPORT PARKING FACILITIES
PROPOSED OPERATING BUDGET
JANUARY 1 - DECEMBER 31, 2012**

| | Total |
|---|--------------|
| (A) General Management and Administration | |
| Personnel | |
| Non-Personnel | \$605,147 |
| | \$1,117,082 |
| (B) Accounting and Auditing Services | |
| Personnel | |
| Non-Personnel | \$862,096 |
| | \$242,464 |
| (C) Attendants, Cashiers, Supervisory Staff and Special Services | |
| Personnel | |
| Non-Personnel | \$6,788,872 |
| | \$1,050,478 |
| (D) Security Services | |
| Personnel | |
| Non-Personnel | \$1,855,050 |
| | \$185,656 |
| (E) Custodial Services | |
| Personnel | |
| Non-Personnel | \$1,371,757 |
| | \$50,786 |
| (F) Maintenance Services | |
| Personnel | |
| Non-Personnel | \$240,414 |
| | \$3,906,318 |
| (G) Customer Services | |
| Personnel | |
| Non-Personnel | \$865,401 |
| | \$90,359 |
| (H) PCI Compliance | |
| Non-Personnel | |
| PCI Compliance Services Fee | \$96,000 |
| | \$50,000 |
| Management Fee | |
| | \$500,000 |
| Total Parking Operations Budget | \$19,877,879 |
| (I) Ground Transportation Management and Supervisory Staff | |
| Personnel | |
| Non-Personnel | \$5,138,051 |
| Ground Transportation Services Fee | \$529,389 |
| | \$400,000 |
| Total Parking and Ground Transportation Budget | \$25,945,319 |

O'Hare International Airport Parking and Ground Transportation - Proposed 2012 Operating Budget

(A) General Management and Administration - Personnel

| Ex per CSO/Payroll | Hrs/Wk. | No. Emp. | Rate \$/Hr. | \$/Week Hours | Annual Weeks | F.I.C.A. | | Payroll Tax - Detail | | Health, Welfare & Pension - Detail | | | | | Total Annual Expense | | |
|---|---------|----------|-------------|---------------|--------------|----------|---------|----------------------|----------|------------------------------------|---------|----------------|----------------|--------------|----------------------|----------|--------------------|
| | | | | | | Rate | 7.65% | Futa Rate | 0.80% | Suta Rate | 6.05% | Family Monthly | Single Monthly | 401K Monthly | | F/T Rate | Local 727 P/T Rate |
| Parking Personnel | | | | | | | | | | | | | | | | | |
| Salaried | | | | | | | | | | | | | | | | | |
| General Manager | | 1 | | \$3,176 | \$165,152 | \$12,634 | \$1,321 | \$847 | \$14,802 | \$15,750 | \$3,303 | \$15,750 | \$15,750 | \$3,303 | \$1,213 | \$884 | \$19,053 |
| Asst General Manager | | 1 | | \$1,729 | \$89,908 | \$6,878 | \$719 | \$847 | \$8,444 | \$15,750 | \$1,798 | \$15,750 | \$15,750 | \$1,798 | | | \$17,548 |
| Asst General Manager | | 1 | | \$1,327 | \$69,004 | \$5,279 | \$552 | \$847 | \$6,678 | | | | | | | | \$7,428 |
| Training Supervisor | | 1 | | \$1,439 | \$74,828 | \$5,724 | \$599 | \$847 | \$7,170 | | | \$6,048 | | \$1,380 | | | \$1,497 |
| Secretary | | 1 | | \$495 | \$25,740 | \$1,969 | \$206 | \$847 | \$3,022 | | | \$6,048 | | \$1,497 | | | \$515 |
| Facility Reporting | | 1 | | \$283 | \$14,691 | \$1,124 | \$118 | \$847 | \$2,088 | | | | | | | | |
| Minority & Insurance Reporting | | 1 | | \$14,691 | \$12,102 | \$926 | \$97 | \$732 | \$1,755 | | | | | | | | |
| Director: Claims / Risk | | 1 | | \$233 | \$12,102 | \$926 | \$97 | \$732 | \$1,755 | | | | | | | | |
| Client Reporting | | 1 | | \$103 | \$5,380 | \$412 | \$43 | \$325 | \$780 | | | | | | | | |
| Director Accts. Payable | | 1 | | \$99 | \$5,124 | \$392 | \$41 | \$310 | \$743 | | | | | | | | |
| Planning & Analysis | | 1 | | \$96 | \$5,000 | \$382 | \$40 | \$302 | \$725 | | | | | | | | |
| IT Department | | 1 | | \$90 | \$4,691 | \$359 | \$38 | \$284 | \$680 | | | | | | | | |
| Treasury | | 1 | | \$86 | \$4,465 | \$342 | \$36 | \$270 | \$647 | | | | | | | | |
| Accts. Rec. Supervisor | | 1 | | \$72 | \$3,750 | \$287 | \$30 | \$227 | \$544 | | | | | | | | |
| IT Department | | 1 | | \$58 | \$3,000 | \$229 | \$24 | \$181 | \$435 | | | | | | | | |
| Procurement Services | | 1 | | \$52 | \$2,689 | \$206 | \$22 | \$163 | \$390 | | | | | | | | |
| Risk Management | | 1 | | \$26 | \$1,348 | \$103 | \$11 | \$82 | \$195 | | | | | | | | |
| Salaried | | 17 | | \$23 | \$1,170 | \$90 | \$9 | \$71 | \$170 | | | | | | | | |
| | | | | | \$488,040 | | | | \$49,269 | | | | | | | | \$67,839 |
| Total Personnel (A) General Management and Administration | | | | | | | | | | | | | | | | | |

(A) General Management and Administration - Non-Personnel

| Expense Detail | No. | \$/Unit | Months | \$/Month | Total |
|----------------------------------|-----|---------|--------|-----------|-------------|
| Parking Non-Personnel | | | | | |
| Total Overhead | | | | | |
| Insurance | | | | | |
| Auto | | | | | |
| Worker's Comp. | 17 | \$2,240 | | | \$38,080 |
| GL, GKLL, EPLI, Umbrella & Crime | 17 | | | | \$33,187 |
| Postage & Messenger | | | | | \$332,335 |
| Employment Testing & Screening | 12 | | | \$450 | \$5,400 |
| Telephones - Local Service | 12 | | | \$250 | \$3,000 |
| Muzak | 12 | | | \$10,500 | \$126,000 |
| Target Group | 12 | | | \$400 | \$4,800 |
| Customer Refunds | 12 | | | \$2,265 | \$27,180 |
| Garage Licenses (2012 fee due) | 1 | | | \$33,600 | \$33,600 |
| Total Overhead | 1 | | | \$513,500 | \$513,500 |
| Total | | | | | \$1,117,082 |

Total Non-Personnel (A) General Management and Administration

| | |
|---|-------------|
| Total (A) General Management and Administration | \$1,117,082 |
| Total (A) General Management and Administration | \$1,722,229 |

J'Hare International Airport Parking and Ground Transportation - Proposed 2012 Operating Budget

(B) Accounting and Auditing Services - Personnel

| Ex per CSO/Payroll | | Hrs/Wk. | No. Emp. | Rate \$/Hr. | \$/Week Hours 40 | Annual Weeks 52 | Payroll Tax - Detail | | | Total Annual Expense | Health, Welfare & Pension - Detail | | | | Total Annual Expense | | | |
|--|--|---------|----------|-------------|------------------|-----------------|----------------------|-------------------|-------------------|----------------------|------------------------------------|----------------------|-----------------|----------------------------|----------------------|--------------------------|-----------|-----------|
| | | | | | | | F.I.C.A. Rate 7.65% | F.U.C. Rate 0.80% | S.U.C. Rate 6.05% | | Family Monthly \$1,313 | Single Monthly \$504 | 401K Monthly 2% | Local 727 F/T Rate \$1,213 | | Local 727 P/T Rate \$884 | | |
| Parking Personnel | | | | | | | | | | | | | | | | | | |
| Salaried | | | | | | | | | | | | | | | | | | |
| Staff Accountant | | | | | | | 1 | | | | | | | | | | | |
| Audit Manager | | | | | | | | \$794 | | \$330 | \$847 | | \$6,048 | \$826 | | | \$6,874 | |
| Audit Supervisor | | | | | | | 1 | \$1,197 | | \$498 | \$847 | | \$6,048 | \$1,245 | | | \$7,293 | |
| Cash Service Supervisor | | | | | | | 1 | \$718 | | \$299 | \$847 | | \$6,048 | \$747 | | | \$6,795 | |
| Auditors (Full Time) | | | | | | | 1 | \$680 | | \$283 | \$847 | | \$6,048 | \$707 | | | \$6,755 | |
| Auditors (Part Time) | | | | | | | 3 | \$1,700 | | \$283 | \$2,807 | | \$6,048 | \$1,768 | | | \$7,816 | |
| Account Receivables | | | | | | | 1 | \$565 | | \$235 | \$847 | | \$6,048 | \$588 | | | \$6,636 | |
| Internal Auditor | | | | | | | 1 | \$528 | | \$220 | \$847 | | \$6,048 | \$549 | | | \$6,597 | |
| Internal Auditor | | | | | | | 1 | \$195 | | \$81 | \$613 | | \$6,048 | | | | \$0 | |
| Subtotals | | | | | | | 1 | \$87 | | \$36 | \$274 | | \$6,048 | | | | \$0 | |
| Salaried | | | | | | | 12 | \$58 | | \$24 | \$181 | | | | | | \$0 | |
| Hourly | | | | | | | | | | | | | | | | | \$0 | |
| Cash Services | | | | | | | | | | | | | | | | | \$0 | |
| Hourly Tellers | | | | | | | 160 | | | | | | | | | | \$48,766 | |
| Hourly Tellers (Nov Up) | | | | | | | | \$2,880 | | \$991 | \$4,104 | | | | | | \$425,526 | |
| O.T., Vac., Hrs/Wk @ 4% | | | | | | | | \$2,968 | | \$214 | \$1,616 | | | 58,224 | | | \$58,224 | |
| L.P.I. Clerks | | | | | | | | | | \$48 | \$384 | | | | | | | |
| L.P.I. Supervisor - F/T | | | | | | | 40 | | | | | | | | | | | |
| L.P.I. Supervisor - F/T (Nov Up) | | | | | | | 1 | \$698 | | \$240 | \$969 | | | | | | \$14,556 | |
| O.T., Vac., Hrs/Wk @ 4% | | | | | | | | \$720 | | \$52 | \$392 | | | 14,556 | | | \$14,556 | |
| L.P.I. Clerks - F/T | | | | | | | 40 | | | | \$12 | | | | | | | |
| L.P.I. Clerks - F/T (Nov Up) | | | | | | | | \$658 | | \$226 | \$865 | | | | | | | |
| L.P.I. Clerks - P/T | | | | | | | 60 | | | \$49 | \$370 | | | \$14,556 | | | \$14,556 | |
| L.P.I. Clerks - P/T (Nov Up) | | | | | | | 3 | \$957 | | \$329 | \$1,643 | | | | | | \$31,836 | |
| O.T., Vac., Hrs/Wk @ 4% | | | | | | | | \$990 | | \$71 | \$539 | | | | | | \$31,836 | |
| Subtotals | | | | | | | 300 | | | \$27 | \$204 | | | | | | | \$31,836 |
| Hourly | | | | | | | 9 | | | | | | | | | | | \$31,836 |
| Subtotals | | | | | | | | | | | | | | | | | | \$119,172 |
| Total Salaried & Hourly | | | | | | | 21 | | | | | | | | | | | \$436,570 |
| Total Personnel (B) Accounting and Auditing Services | | | | | | | | | | | | | | | | | | \$167,937 |
| | | | | | | | | | | | | | | | | | | \$862,096 |
| | | | | | | | | | | | | | | | | | | \$862,096 |

(B) Accounting and Auditing Services - Non-Personnel - Including General and Administrative Costs

| Expense Detail | No. | \$/Unit | Months | \$/Month | Total |
|---|-----|----------|--------|----------|-------------|
| Parking Non-Personnel | | | | | |
| Equipment | | | | | |
| Software | | | | | |
| PC & Copier Service | 12 | \$2,200 | | \$26,400 | |
| LPR Equipment | 12 | \$500 | | \$6,000 | |
| Total Equipment | 2 | \$47,000 | | \$94,000 | |
| | | | | | \$126,400 |
| Supplies | | | | | |
| Office Supplies | | | | | |
| Office Supplies - Accounting | 12 | \$2,400 | | \$28,800 | |
| Printing - Forms | 12 | \$1,500 | | \$18,000 | |
| Crimpers, Bags, etc. | 12 | \$1,500 | | \$18,000 | |
| Uniforms | 12 | \$400 | | \$4,800 | |
| Total Supplies | 12 | \$350 | | \$4,200 | |
| | | | | | \$73,800 |
| Insurance | | | | | |
| Worker's Comp. | | | | | |
| | | | | | 42,264 |
| Bank Change Charges | | | | | |
| Total Overhead | 12 | \$0 | | \$0 | |
| | | | | | \$42,264 |
| Total | | | | | \$242,464 |
| Total Non-Personnel (B) Accounting and Auditing Services | | | | | \$242,464 |
| Total (B) Accounting and Auditing Services | | | | | \$1,104,560 |

O'Hare International Airport Parking and Ground Transportation - Proposed 2012 Operating Budget

(C) Attendants, Cashiers, and Supervisory Staff - Personnel

| Ex per CSO/Payroll | No. Emp. | Hrs/Wk. | Rate \$/Hr. | \$/Week Hours | Annual Weeks | F.I.C.A. Rate 7.65% | F.U.C. Rate 0.80% | S.U.C. Rate 5.05% | Total Annual Expense | Family Monthly \$1,313 | Health, Welfare & Pension - Detail 401K Monthly \$504 2% | Local 727 F/T Rate \$1,213 | Local 727 P/T Rate \$884 | Total Annual Expense |
|---|----------|---------|-------------|---------------|--------------|---------------------|-------------------|-------------------|----------------------|------------------------|--|----------------------------|--------------------------|----------------------|
| Parking Personnel | | | | | | | | | | | | | | |
| Attendants, Cashiers, and Supervisory Staff | | | | | | | | | | | | | | |
| Subtotal | 8 | | | \$5,984 | 310,128 | \$23,725 | \$2,481 | \$13,681 | \$39,887 | \$15,750 | \$30,240 | \$6,203 | | \$52,193 |
| Hourly | | | | | | | | | | | | | | \$52,193 |
| Cashier Sup. | 240 | | \$18.50 | \$4,440 | \$190,920 | \$14,605 | \$1,527 | \$8,469 | \$22,801 | | | | | \$22,801 |
| Cashier Sup. (Nov Up) | | | \$19.05 | \$4,572 | \$41,148 | \$3,148 | \$329 | \$2,489 | \$5,966 | | | | | \$5,966 |
| O.T., Vac., Hrs/Wk @ 4% | | | | | | \$710 | \$74 | \$562 | \$1,346 | | | | | \$1,346 |
| Cashiers F/T | 2240 | | \$16.75 | \$37,520 | \$1,623,704 | \$124,213 | \$12,990 | \$50,802 | \$188,005 | | | | | \$188,005 |
| Cashiers F/T (Nov Up) | | | \$17.30 | \$38,752 | \$348,788 | \$26,681 | \$2,790 | \$21,100 | \$50,571 | | | | | \$50,571 |
| O.T., Vac., Hrs/Wk @ 4% | | | | | | \$5,768 | \$603 | \$4,562 | \$10,933 | | | | | \$10,933 |
| Cashiers P/T | 600 | | \$14.50 | \$8,700 | \$374,100 | \$28,619 | \$2,893 | \$6,917 | \$11,784 | | | | | \$11,784 |
| Cashiers P/T (Nov Up) | | | \$15.05 | \$9,030 | \$81,270 | \$6,217 | \$650 | \$1,102 | \$2,841 | | | | | \$2,841 |
| O.T., Vac., Hrs/Wk @ 4% | | | | | | \$1,393 | \$146 | \$847 | \$3,565 | | | | | \$3,565 |
| Parking Attendant Sup. | 40 | | \$18.70 | \$748 | \$32,164 | \$2,461 | \$257 | \$95 | \$227 | | | | | \$227 |
| Parking Attendant Sup. (Nov Up) | | | \$19.25 | \$770 | \$6,930 | \$530 | \$55 | \$419 | \$1,005 | | | | | \$1,005 |
| O.T., Vac., Hrs/Wk @ 4% | | | | | | \$120 | \$13 | \$95 | \$227 | | | | | \$227 |
| Parking Attendant | 400 | | \$17.20 | \$6,880 | \$295,840 | \$22,632 | \$2,367 | \$9,428 | \$34,427 | | | | | \$34,427 |
| Parking Attendant (Nov Up) | | | \$17.75 | \$7,100 | \$63,900 | \$4,888 | \$511 | \$3,866 | \$9,266 | | | | | \$9,266 |
| O.T., Vac., Hrs/Wk @ 4% | | | | | | \$1,101 | \$115 | \$871 | \$2,086 | | | | | \$2,086 |
| Subtotal | 3,520 | | | \$3,177,595 | | | | | \$381,728 | | | | | \$381,728 |
| Hourly | | | | | | | | | | | | | | |
| Subtotal Salaried & Hourly | 99 | | | \$3,487,723 | | | | | \$421,615 | | | | | \$421,615 |
| Total Attendants, Cashier, and Supervisory Staff - Salaried & Hourly | | | | | | | | | | | | | | |
| Special Services | | | | | | | | | | | | | | |
| Salaried | | | | | | | | | | | | | | |
| Valet Manager | 1 | | | \$927 | \$48,204 | \$3,688 | \$386 | \$847 | \$4,920 | | | | | \$4,920 |
| Valet Supervisor | 2 | | | \$1,660 | \$86,320 | \$6,603 | \$691 | \$3,528 | \$10,822 | \$15,750 | | | | \$15,750 |
| Subtotal | 3 | | | | \$134,524 | | | | \$15,743 | \$31,500 | | | | \$31,500 |
| Salaried | | | | | | | | | | | | | | |
| Hourly | | | | | | | | | | | | | | |
| Hikers (F/T) | 680 | | \$17.45 | \$11,866 | \$510,238 | \$39,033 | \$4,062 | \$16,470 | \$59,586 | | | | | \$59,586 |
| Hikers (F/T) (Nov Up) | | | \$18.00 | \$12,240 | \$110,160 | \$8,427 | \$881 | \$6,665 | \$15,973 | | | | | \$15,973 |
| Hikers (P/T) | 0 | | \$17.45 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | | | | | \$0 |
| Hikers (P/T) (Nov Up) | | | \$18.00 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | | | | | \$0 |
| Cashiers (F/T) | 160 | | \$17.25 | \$2,760 | \$118,680 | \$9,079 | \$949 | \$3,792 | \$13,821 | | | | | \$13,821 |
| Cashiers (F/T) (Nov Up) | | | \$17.80 | \$2,848 | \$25,632 | \$1,961 | \$205 | \$1,551 | \$3,717 | | | | | \$3,717 |
| Cashier (P/T) | 64 | | \$16.45 | \$1,053 | \$45,270 | \$3,463 | \$362 | \$1,045 | \$4,870 | | | | | \$4,870 |
| Cashier (P/T) (Nov Up) | | | \$17.00 | \$1,088 | \$9,792 | \$749 | \$78 | \$592 | \$1,420 | | | | | \$1,420 |
| Cashier (P/T) | 48 | | \$16.45 | \$790 | \$33,953 | \$2,597 | \$272 | \$360 | \$3,229 | | | | | \$3,229 |
| Cashier (P/T) (Nov Up) | | | \$17.00 | \$816 | \$7,344 | \$562 | \$59 | \$444 | \$1,065 | | | | | \$1,065 |
| O.T., Vac., Hrs/Wk @ 4% | | | | | | \$2,635 | \$276 | \$2,084 | \$4,994 | | | | | \$4,994 |
| Subtotal | 952 | | | \$895,512 | | | | | \$108,674 | | | | | \$108,674 |
| Hourly | | | | | | | | | | | | | | |
| Subtotal Salaried & Hourly | 28 | | | \$1,030,036 | | | | | \$124,417 | | | | | \$124,417 |
| Total Special Services Staff - Salaried & Hourly | | | | | | | | | | | | | | |
| Totals | 127 | | | \$4,517,759 | | | | | \$546,032 | | | | | \$546,032 |
| Total (C) Attendants, Cashiers, and Supervisory Staff and Special Services - Personnel | | | | | | | | | | | | | | |
| Standard Parking | | | | | | | | | | | | | | |
| Subtotal | 99 | | | \$3,487,723 | | | | | \$421,615 | | | | | \$421,615 |
| Hourly | | | | | | | | | | | | | | |
| Subtotal Salaried & Hourly | 28 | | | \$1,030,036 | | | | | \$124,417 | | | | | \$124,417 |
| Total Special Services Staff - Salaried & Hourly | | | | | | | | | | | | | | |
| Totals | 127 | | | \$4,517,759 | | | | | \$546,032 | | | | | \$546,032 |
| Total (C) Attendants, Cashiers, and Supervisory Staff and Special Services - Personnel | | | | | | | | | | | | | | |
| Standard Parking | | | | | | | | | | | | | | |
| Subtotal | 99 | | | \$3,487,723 | | | | | \$421,615 | | | | | \$421,615 |
| Hourly | | | | | | | | | | | | | | |
| Subtotal Salaried & Hourly | 28 | | | \$1,030,036 | | | | | \$124,417 | | | | | \$124,417 |
| Total Special Services Staff - Salaried & Hourly | | | | | | | | | | | | | | |
| Totals | 127 | | | \$4,517,759 | | | | | \$546,032 | | | | | \$546,032 |
| Total (C) Attendants, Cashiers, and Supervisory Staff and Special Services - Personnel | | | | | | | | | | | | | | |
| Standard Parking | | | | | | | | | | | | | | |
| Subtotal | 99 | | | \$3,487,723 | | | | | \$421,615 | | | | | \$421,615 |
| Hourly | | | | | | | | | | | | | | |
| Subtotal Salaried & Hourly | 28 | | | \$1,030,036 | | | | | \$124,417 | | | | | \$124,417 |
| Total Special Services Staff - Salaried & Hourly | | | | | | | | | | | | | | |
| Totals | 127 | | | \$4,517,759 | | | | | \$546,032 | | | | | \$546,032 |
| Total (C) Attendants, Cashiers, and Supervisory Staff and Special Services - Personnel | | | | | | | | | | | | | | |
| Standard Parking | | | | | | | | | | | | | | |
| Subtotal | 99 | | | \$3,487,723 | | | | | \$421,615 | | | | | \$421,615 |
| Hourly | | | | | | | | | | | | | | |
| Subtotal Salaried & Hourly | 28 | | | \$1,030,036 | | | | | \$124,417 | | | | | \$124,417 |
| Total Special Services Staff - Salaried & Hourly | | | | | | | | | | | | | | |
| Totals | 127 | | | \$4,517,759 | | | | | \$546,032 | | | | | \$546,032 |
| Total (C) Attendants, Cashiers, and Supervisory Staff and Special Services - Personnel | | | | | | | | | | | | | | |
| Standard Parking | | | | | | | | | | | | | | |
| Subtotal | 99 | | | \$3,487,723 | | | | | \$421,615 | | | | | \$421,615 |
| Hourly | | | | | | | | | | | | | | |
| Subtotal Salaried & Hourly | 28 | | | \$1,030,036 | | | | | \$124,417 | | | | | \$124,417 |
| Total Special Services Staff - Salaried & Hourly | | | | | | | | | | | | | | |
| Totals | 127 | | | \$4,517,759 | | | | | \$546,032 | | | | | \$546,032 |
| Total (C) Attendants, Cashiers, and Supervisory Staff and Special Services - Personnel | | | | | | | | | | | | | | |
| Standard Parking | | | | | | | | | | | | | | |
| Subtotal | 99 | | | \$3,487,723 | | | | | \$421,615 | | | | | \$421,615 |
| Hourly | | | | | | | | | | | | | | |
| Subtotal Salaried & Hourly | 28 | | | \$1,030,036 | | | | | \$124,417 | | | | | \$124,417 |
| Total Special Services Staff - Salaried & Hourly | | | | | | | | | | | | | | |
| Totals | 127 | | | \$4,517,759 | | | | | \$546,032 | | | | | \$546,032 |
| Total (C) Attendants, Cashiers, and Supervisory Staff and Special Services - Personnel | | | | | | | | | | | | | | |
| Standard Parking | | | | | | | | | | | | | | |
| Subtotal | 99 | | | \$3,487,723 | | | | | \$421,615 | | | | | \$421,615 |
| Hourly | | | | | | | | | | | | | | |
| Subtotal Salaried & Hourly | 28 | | | \$1,030,036 | | | | | \$124,417 | | | | | \$124,417 |
| Total Special Services Staff - Salaried & Hourly | | | | | | | | | | | | | | |
| Totals | 127 | | | \$4,517,759 | | | | | \$546,032 | | | | | \$546,032 |
| Total (C) Attendants, Cashiers, and Supervisory Staff and Special Services - Personnel | | | | | | | | | | | | | | |
| Standard Parking | | | | | | | | | | | | | | |
| Subtotal | 99 | | | \$3,487,723 | | | | | \$421,615 | | | | | \$421,615 |
| Hourly | | | | | | | | | | | | | | |
| Subtotal Salaried & Hourly | 28 | | | \$1,030,036 | | | | | \$124,417 | | | | | \$124,417 |
| Total Special Services Staff - Salaried & Hourly | | | | | | | | | | | | | | |
| Totals | 127 | | | \$4,517,759 | | | | | \$546,032 | | | | | \$546,032 |
| Total (C) Attendants, Cashiers, and Supervisory Staff and Special Services - Personnel | | | | | | | | | | | | | | |
| Standard Parking | | | | | | | | | | | | | | |
| Subtotal | 99 | | | \$3,487,723 | | | | | \$421,615 | | | | | \$421,615 |
| Hourly | | | | | | | | | | | | | | |
| Subtotal Salaried & Hourly | 28 | | | \$1,030,036 | | | | | \$124,417 | | | | | \$124,417 |
| Total Special Services Staff - Salaried & Hourly | | | | | | | | | | | | | | |
| Totals | 127 | | | \$4,517,759 | | | | | \$546,032 | | | | | \$546,032 |
| Total (C) Attendants, Cashiers, and Supervisory Staff and Special Services - Personnel | | | | | | | | | | | | | | |
| Standard Parking | | | | | | | | | | | | | | |
| Subtotal | 99 | | | \$3,487,723 | | | | | \$421,615 | | | | | \$421,615 |
| Hourly | | | | | | | | | | | | | | |
| Subtotal Salaried & Hourly | 28 | | | \$1,030,036 | | | | | \$124,417 | | | | | \$124,417 |
| Total Special Services Staff - Salaried & Hourly | | | | | | | | | | | | | | |
| Totals | 127 | | | \$4,517,759 | | | | | \$546,032 | | | | | \$546,032 |
| Total (C) Attendants, Cashiers, and Supervisory Staff and Special Services - Personnel | | | | | | | | | | | | | | |
| Standard Parking | | | | | | | | | | | | | | |
| Subtotal | 99 | | | \$3,487,723 | | | | | \$421,615 | | | | | \$421,615 |
| Hourly | | | | | | | | | | | | | | |
| Subtotal Salaried & Hourly | 28 | | | \$1,030,036 | | | | | \$124,417 | | | | | \$124,417 |
| Total Special Services Staff - Salaried & Hourly | | | | | | | | | | | | | | |
| Totals | 127 | | | \$4,517,759 | | | | | \$546,032 | | | | | \$546,032 |
| Total (C) Attendants, Cashiers, and Supervisory Staff and Special Services - Personnel | | | | | | | | | | | | | | |
| Standard Parking | | | | | | | | | | | | | | |
| Subtotal | 99 | | | \$3,487,723 | | | | | \$421,615 | | | | | \$421,615 |
| Hourly | | | | | | | | | | | | | | |
| Subtotal Salaried & Hourly | 28 | | | \$1,030,036 | | | | | \$124,417 | | | | | |

O'Hare International Airport Parking and Ground Transportation - Proposed 2012 Operating Budget

(C) Attendants, Cashiers, and Supervisory Staff - Non-Personnel

Page 5

| Expense Detail | No. | \$/Unit | Months | \$/Month | Total |
|--|-------|---------|--------|----------|-------------|
| Attendants, Cashiers, and Supervisory Staff - Non-Personnel | | | | | |
| Supplies | | | | | |
| Cashier Booth Supplies | | | 12 | \$235 | \$2,820 |
| Rev. Control Paper Supplies | | | 12 | \$250 | \$3,000 |
| Tickets \$/1,000 | 4,200 | \$11 | | | \$46,200 |
| Uniforms | 99 | \$350 | | | \$34,650 |
| Total Supplies | | | | | \$86,670 |
| Insurance | | | | | |
| Workers Comp. | | | | | \$237,165 |
| Total Insurance | | | | | \$237,165 |
| Subcontractors | | | | | |
| Parking Equipment Maintenance Contract with Genex | | | 12 | \$50,000 | \$600,000 |
| Parking Equipment Maintenance Contract with ZEAG | | | 12 | \$3,000 | \$36,000 |
| Total Attendants, Cashiers, and Supervisory Staff - Non-Personnel | | | | | \$899,835 |
| Special Services - Non-Personnel | | | | | |
| Supplies | | | | | |
| Printing - Tickets | | | 12 | \$500 | \$6,000 |
| Uniforms | 28 | \$350 | | | \$9,800 |
| Misc. Signs | | | 12 | \$200 | \$2,400 |
| Total Supplies | | | | | \$18,200 |
| Subcontractors | | | | | |
| Parking Supplies | | | 12 | \$200 | \$2,400 |
| Total Subcontractors | | | | | \$2,400 |
| Insurance | | | | | |
| Workman's Comp. | | | | | \$70,042 |
| Total Insurance | | | | | \$70,042 |
| Total Special Services - Non-Personnel | | | | | \$90,642 |
| Total (C) Attendants, Cashiers, Supervisory Staff and Special Services - Non-Personnel | | | | | \$1,050,478 |
| Total (C) Attendants, Cashiers, Supervisory Staff and Special Services | | | | | |
| | | | | | \$7,839,349 |

D'Hare International Airport Parking and Ground Transportation - Proposed 2012 Operating Budget
(I) Ground Transportation - Personnel

| Ex per CSO/Payroll | Hrs/Wk. | No. Emp. | Rate \$/Hr. | \$/Week Hours | Annual Weeks | Payroll Tax - Detail | | | Total Annual Expense | Health, Welfare & Pension - Detail | | | | Total Annual Expense | |
|---|---------|----------|-------------|---------------|--------------|----------------------|-------------|-------------|----------------------|------------------------------------|----------------|--------------|--------------------|----------------------|--------------------|
| | | | | | | F.I.C.A. Rate | F.U.C. Rate | S.U.C. Rate | | Family Monthly | Single Monthly | 401K Monthly | Local 727 F/T Rate | | Local 727 P/T Rate |
| | | | | 40 | 52 | 7.65% | 0.80% | 6.05% | | \$1,313 | \$504 | 2% | \$1,213 | \$884 | |
| Ground Transportation Personnel | | | | | | | | | | | | | | | |
| Salaried | | | | | | | | | | | | | | | |
| Manager | | 1 | | 927 | \$48,204 | \$3,688 | \$386 | \$847 | \$4,920 | \$7,875 | \$6,048 | \$964 | | | \$8,839 |
| Operations Manager | | 2 | | 1,751 | \$91,052 | \$6,965 | \$728 | \$3,815 | \$11,509 | \$15,750 | | \$1,821 | | | \$23,619 |
| Payroll / Human Resource Personnel | | 1 | | 775 | \$40,300 | \$3,083 | \$322 | \$847 | \$4,252 | \$7,875 | | \$806 | | | \$8,681 |
| Subtotals | | 4 | | | \$179,556 | | | | | | | | | | \$0 |
| Salaried | | | | | | | | | \$20,681 | | | | | | \$41,139 |
| Hourly - SubContractor | | | | | | | | | | | | | | | |
| Supervisors | 240 | 6 | \$18.75 | 4,500 | \$193,500 | \$14,803 | \$1,548 | \$6,625 | \$22,976 | | | | | | \$87.3. |
| Supervisors (Nov Up) | | | \$19.30 | 4,632 | \$41,688 | \$3,189 | \$334 | \$2,522 | \$6,045 | | | | \$87,336 | | |
| Starters | 200 | 5 | \$17.00 | 3,400 | \$146,200 | \$11,184 | \$1,170 | \$4,610 | \$16,964 | | | | | | |
| Starters (Nov Up) | | | \$17.55 | 3,510 | \$31,590 | \$2,417 | \$253 | \$1,911 | \$4,581 | | | | \$72,780 | | |
| Monitors / Starters | 3,040 | 76 | \$17.00 | 51,680 | \$2,222,240 | \$170,001 | \$17,778 | \$70,074 | \$257,863 | | | | | | |
| Monitors (Nov Up) | | | \$17.55 | 53,352 | \$480,168 | \$36,733 | \$3,841 | \$23,240 | \$63,814 | | | | \$1,106,256 | | |
| O.T., Vac., Hrs/Wk @ 4% | | | | | | \$9,533 | \$997 | \$7,539 | \$18,069 | | | | | | |
| Subtotals | | 87 | | | \$3,240,001 | | | | | | | | | | \$1,106,256 |
| Hourly | | | | | | | | | \$390,301 | | | | | | \$1,106,256 |
| Subtotals Salaried & Hourly | | 91 | | | \$3,419,557 | | | | | | | | | | \$1,266,372 |
| Total Salaried & Hourly | | | | | | | | | | | | | | | \$4,896,675 |
| Total Personnel (I) Ground Transportation | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | \$1,307,511 |
| | | | | | | | | | | | | | | | \$5,138,051 |
| | | | | | | | | | | | | | | | \$5,138,051 |

O'Hare International Airport Parking and Ground Transportation - Proposed 2012 Operating Budget

(I) Ground Transportation - Non-Personnel - Including General and Administrative Costs

| Expense Detail | No. | \$/Unit | Months | \$/Month | Total |
|--|-------|----------|--------|----------|--------------------|
| Ground Transportation Non-Personnel | | | | | |
| Equipment | | | | | |
| Computers & Printers | 2 | \$1,915 | | | \$3,830 |
| Radios | 4 | \$1,000 | | | \$4,000 |
| Vehicles | 1 | \$38,000 | | | \$38,000 |
| Gas, Oil, & Maintenance | 2 | | 12 | \$1,150 | \$27,600 |
| Auto Liability Insurance | 2 | \$2,240 | | | \$4,480 |
| Licenses/Stickers | 2 | \$200 | | | \$400 |
| Total Equipment | | | | | \$78,310 |
| Supplies - Printing | | | | | |
| Tickets \$/1,000 | 3,200 | \$11.00 | | | \$35,200 |
| Prearranged Forms (Livery & Taxi) | | | 12 | \$1,500 | \$18,000 |
| Access Permits | | | 12 | \$150 | \$1,800 |
| Brochures/Informational/Postage & Equipment | | | 12 | \$250 | \$3,000 |
| Uniforms | 91 | \$350 | | | \$31,850 |
| Pagers & Cell Phones | 2 | | 12 | \$125 | \$1,500 |
| General Supplies | | | | | |
| Independent CPA(Audited Financials) | | | | | \$8,000 |
| Employment Testing & Screening | 91 | \$35 | | | \$3,185 |
| Total Supplies | | | | | \$100,535 |
| Insurance | | | | | |
| Workers Comp. | | | | | \$12,210 |
| GL, GKLL, EPLI, Umbrella & Crime | | | | | \$332,335 |
| Total Insurance | | | | | \$344,544 |
| Misc. Signage & Message Boards | | | 12 | \$500 | \$6,000 |
| Ground Transportation Services Fee | | | | | \$400,000 |
| Total Non-Personnel (I) Ground Transportation | | | | | |
| Total (I) Ground Transportation | | | | | \$529,389 |
| | | | | | \$6,067,444 |

O'Hare International Airport Parking and Ground Transportation - Proposed 2012 Operating Budget

(D) Security Services - Personnel

| Ex per CSO/Payroll | No. Emp. | Rate \$/Hr. | Annual Weeks | F.I.C.A. Rate | Payroll Tax - Detail | | | Health, Welfare & Pension - Detail | | | | Total Annual Expense | |
|--|----------|-------------|--------------|---------------|----------------------|-----------|----------------------|------------------------------------|----------------|--------------|-----------|----------------------|--------------------|
| | | | | | FUTA Rate | SUTA Rate | Total Annual Expense | Family Monthly | Single Monthly | 401K Monthly | Local 727 | | Local 727 P/T Rate |
| Parking Personnel | | | 52 | 7.65% | 0.80% | 6.05% | | \$1,313 | \$504 | 2% | \$1,213 | \$884 | |
| Salaried | | | | | | | | | | | | | |
| Security Manager | 1 | | \$53,560 | \$4,097 | \$428 | \$647 | \$5,373 | | | | | | \$4,410 |
| Asst. Security Manager | 1 | \$1,030 | \$20,800 | \$1,591 | \$166 | \$647 | \$2,605 | | \$3,339 | \$1,071 | | | \$4,410 |
| Salaried | 2 | | \$74,360 | | | | \$7,977 | | | | | | |
| Subcontractors - Digby Security | | | | | | | | | | | | | |
| Armed Patrol | | | | | | | | | | | | | |
| Armed Patrol - Supervisor - A,B,C | 168 | \$22.30 | \$194,813 | | | | | | | | | | |
| Armed Patrol - A,B,C | 168 | \$21.30 | \$186,077 | | | | | | | | | | |
| Armed Patrol - D Lot | 112 | \$21.30 | \$124,051 | | | | | | | | | | |
| Unarmed Patrol - F Lot | 168 | \$19.80 | \$172,973 | | | | | | | | | | |
| Holidays @ 2% | | | \$20,337 | | | | | | | | | | |
| Total | 616 | | \$698,251 | | | | | | | | | | |
| Motorized & Equine Patrol | | | | | | | | | | | | | |
| Motorized Patrol - E | 56 | \$25.15 | \$73,237 | | | | | | | | | | |
| Motorized Patrol - G | 168 | \$25.15 | \$219,710 | | | | | | | | | | |
| Motorized Patrol - E | 112 | \$25.15 | \$101,405 | | | | | | | | | | |
| Motorized Patrol - E | 112 | \$25.15 | \$45,069 | | | | | | | | | | |
| Horses - E | 0 | \$0.00 | \$0 | | | | | | | | | | |
| Holidays @ 2% | | | \$13,183 | | | | | | | | | | |
| Total | 448 | | \$452,603 | | | | | | | | | | |
| K-9 | | | | | | | | | | | | | |
| Dog Team - Supervisor | 168 | \$23.56 | \$205,820 | | | | | | | | | | |
| Dog Team - Standard | 336 | \$22.53 | \$393,644 | | | | | | | | | | |
| Holidays @ 2% | | | \$17,984 | | | | | | | | | | |
| Total | 504 | | \$617,448 | | | | | | | | | | |
| Subcontractors | | | | | | | | | | | | | |
| Total Personnel (D) Security Services | | | \$1,768,303 | | | | | | | | | | \$1,768,303 |
| (D) Security Services - Non-Personnel - Including General and Administrative Costs | | | | | | | | | | | | | \$1,855,050 |
| Expense Detail | No. | \$/Unit | Months | \$/Month | Total | | | | | | | | |
| Parking Facility Non-Personnel Supplies | | | | | | | | | | | | | |
| CCTV & Communications Maint. | 1 | | 12 | \$12,500 | \$150,000 | | | | | | | | |
| Assistance Buttons | | | | | | | | | | | | | |
| Radio Purchases / Supplies | 12 | | 12 | \$1,550 | \$18,600 | | | | | | | | |
| Total Supplies | 12 | | 12 | \$1,000 | \$12,000 | | | | | | | | |
| Overhead | | | | | \$180,600 | | | | | | | | |
| Insurance | | | | | | | | | | | | | |
| Workman's Comp. | | | | | \$5,056 | | | | | | | | |
| Total Overhead | | | | | \$5,056 | | | | | | | | |
| Total | | | | | \$185,656 | | | | | | | | |
| Total Non-Personnel (D) Security Services | | | | | | | | | | | | | \$185,656 |
| Total (D) Security Services | | | | | | | | | | | | | \$2,040,707 |

O'Hare International Airport Parking and Ground Transportation - Proposed 2012 Operating Budget

(E) Custodial Services - Personnel

| I per CSO/Payroll | No. Emp. / Hrs. | Rate \$/Hr. | \$/Week | Annual Weeks 52 | Payroll Tax - Detail | | | Health, Welfare & Pension - Detail | | | | | Total Annual Expense |
|---|-----------------------|----------------|----------|-----------------------|---------------------------|-----------------------|-----------------------|------------------------------------|----------------------------|-----------------------|----------------------------------|--------------------------------|----------------------------|
| | | | | | F.I.C.A. Rate 7.65% | Futa Rate 0.80% | Suta Rate 6.05% | Family Monthly \$1,313 | Single Monthly \$504 | 401K Monthly 2% | Local 727 F/T Rate \$1,213 | Local 727 P/T Rate \$884 | |
| Parking Personnel | | | | | | | | | | | | | |
| Salaried | | | | | | | | | | | | | |
| Quality Control Mgr. | 1 | | \$1,297 | \$67,444 | \$5,159 | \$540 | \$847 | \$15,750 | \$1,349 | | | | \$17,099 |
| Subtotals | 1 | | | \$67,444 | | | | | | | | | \$17,099 |
| Salaried | | | | | | | | | | | | | \$91,089 |
| Subcontractors | | | | | | | | | | | | | |
| Custodial F/T | 728 | \$33.83 | \$24,628 | \$1,280,668 | | | | | | | | | \$1,280,668 |
| Subtotal | 728 | | | | | | | | | | | | \$1,280,668 |
| Subcontractors | | | | | | | | | | | | | \$1,371,757 |
| Subtotals | | | | | | | | | | | | | \$1,371,757 |
| Total | | | | | | | | | | | | | \$1,371,757 |
| Total Personnel (E) Custodial Services | | | | | | | | | | | | | \$1,371,757 |

(E) Custodial Services - Non-Personnel - Including General and Administrative Costs

| Expense Detail | No. | \$/Unit | Months | \$/Month | Total |
|---|-----|---------|--------|----------|-------------|
| Parking Non-Personnel | | | | | |
| Equipment | | | | | |
| Vehicle | 12 | | | \$1,100 | \$13,200 |
| Total Equipment | | | | | \$13,200 |
| Supplies | | | | | |
| Custodial Supplies | 12 | | | \$2,750 | \$33,000 |
| Total Supplies | | | | | \$33,000 |
| Overhead | | | | | |
| Insurance | | | | | |
| Workman's Comp. | | | | \$4,586 | \$4,586 |
| Total Overhead | | | | | \$4,586 |
| Total | | | | | \$50,786 |
| Total Non-Personnel (E) Custodial Services | | | | | \$50,786 |
| Total (E) Custodial Services | | | | | \$1,422,544 |

(F) Maintenance Services - Personnel

| Ex per CSO/Payroll | Rate | Multiplier | Annual | Total Annual Expense |
|---|-----------|------------|-----------|----------------------|
| Parking Personnel | | | | |
| Subcontractors | | | | |
| Globetrotters Engineering Corp. | | | | |
| Assistant General Manager | \$116,480 | 1 | \$116,480 | |
| LEEDS Coordinator | | | \$30,000 | |
| I.T. Services | | | \$38,934 | |
| Annual Inspections | | | \$55,000 | |
| Subtotals | | | \$240,414 | |
| Subcontractors | | | | |
| Total | | | | \$240,414 |
| Total Personnel (F) Maintenance Services | | | | \$240,414 |

\$240,414

(F) Maintenance Services - Non-Personnel

| Expense Detail | No. | \$/Unit | Months | \$/Month | Total |
|---|-----|----------|--------|----------|-------------|
| Parking Non-Personnel | | | | | |
| Equipment (Vehicles) | | | | | |
| Vehicle Purchase | | | | | |
| Pick-Up Trucks / Vans (*11 or newer) | 3 | \$38,000 | | | \$114,000 |
| Licenses/Stickers | 15 | \$225 | | | \$3,375 |
| Vehicle Maintenance, Gas, Oil, Fuel | 15 | | 12 | \$1,150 | \$207,000 |
| Total Equipment | | | | | \$324,375 |
| Maintenance Vehicles (R&M) | | | | | |
| Sweepers & Scrubbers - Supplies | | | | | |
| Sweepers & Scrubbers - Insurance | 2 | \$1,269 | 12 | \$1,500 | \$18,000 |
| Maintenance | | | | | \$2,537 |
| Emergency Replacement | | | 12 | \$3,500 | \$42,000 |
| Total Maint. Vehicles (R&M) | | | 12 | \$500 | \$6,000 |
| | | | | | \$68,537 |
| Subcontracted Services | | | | | |
| Elevators/Moving Walkways | | | | | |
| Cabs/mo. | 32 | \$1,058 | 12 | \$33,840 | \$406,080 |
| Non Scheduled Maintenance | | | 12 | \$4,590 | \$55,080 |
| Annual License | | | | | \$3,500 |
| Guardrail & Gates | | | | | |
| Fire Equipment/Protection Systems | | | 12 | \$3,000 | \$12,600 |
| Portable Bathrooms Monthly Service | | | 12 | \$700 | \$8,400 |
| Scavenger Service / Pest Control | | | 12 | \$3,900 | \$46,800 |
| Locksmith | | | 12 | \$750 | \$9,000 |
| Electrical Maintenance-Service Contract | | | 12 | \$62,500 | \$750,000 |
| Pavement (crack filling, pot holes, patching, etc.) | | | 12 | \$9,800 | \$117,600 |
| Catchbasin & Manhole Cleaning | | | 12 | \$6,700 | \$80,400 |
| Plumbing & Drains | | | 12 | \$4,700 | \$56,400 |
| Automatic Doors | | | 12 | \$21,600 | \$259,200 |
| Landscaping Monthly Service (8 mos.) | | | 8 | \$43,200 | \$345,600 |
| Snow Removal Program | | | | | |
| Labor & Urea Trucks | | | | | \$181,913 |
| Salt & Urea | | | | | \$92,700 |
| Gravelly Maintenance | | | | | \$4,500 |
| Shovel & Supplies | | | | | \$13,500 |
| Additional Truck Rental | | | | | \$3,708 |
| Level 6 | | | | | \$92,700 |
| HVAC Maintenance | | | 12 | \$3,420 | \$41,040 |
| Power Washing | | | 12 | \$4,050 | \$48,600 |
| Painting & Striping | | | 12 | \$45,000 | \$540,000 |
| Silene Treatment | | | | | \$158,085 |
| Roofing Repairs | | | | | \$76,500 |
| Misc. Signage & Message Boards | | | | | \$33,500 |
| Miscellaneous | | | | | \$40,000 |
| Total Subcontracted Services | | | | | \$3,513,406 |
| Sub Total | | | | | \$3,906,318 |
| Total Non-Personnel (F) Maintenance Services | | | | | |
| Total (F) Maintenance Services | | | | | \$3,906,318 |
| | | | | | \$4,146,732 |

D'Hare International Airport Parking and Ground Transportation - Proposed 2012 Operating Budget

(G) Customer Services - Personnel

| Ex per CSO/Payroll | Hrs/Wk. | No. Emp. | Rate \$/Hr. | \$/Week Hours | Annual Weeks | Payroll Tax - Detail | | | Health, Welfare & Pension - Detail | | | Total Annual Expense | |
|---|---------|----------|-------------|---------------|--------------|----------------------|-------------------|-------------------|------------------------------------|----------------------|-----------------|----------------------|--------------------------|
| | | | | | | F.I.C.A. Rate 7.65% | F.U.C. Rate 0.80% | S.U.C. Rate 6.05% | Family Monthly \$1,313 | Single Monthly \$504 | 401K Monthly 2% | | Local 727 P/T Rate \$884 |
| Parking Personnel | | | | | | | | | | | | | |
| Salaried | | | | | | | | | | | | | |
| Customer Svc. Supervisor | | 1 | | \$790 | \$41,080 | \$3,143 | \$329 | \$847 | | \$6,048 | \$822 | | \$6,870 |
| Customer Svc. Supervisor | | 1 | | \$748 | \$38,896 | \$2,976 | \$311 | \$847 | | \$6,048 | \$778 | | \$6,826 |
| Subtotals | | 2 | | | \$79,976 | | | | | | | | \$13,696 |
| Salaried | | | | | | | | | | | | | |
| Hourly | | | | | | | | | | | | | |
| Customer Service Vehicle Operators | | | | | | | | | | | | | |
| CSVO - F/T | 280 | 7 | \$16.95 | \$4,746 | \$204,078 | \$15,612 | \$1,633 | \$6,418 | | | | | |
| CSVO - F/T (Nov Up) | | | \$17.50 | \$4,900 | \$44,100 | \$3,374 | \$353 | \$2,668 | | | | \$101,892 | \$101,892 |
| Dispatchers - F/T | 200 | 5 | \$17.70 | \$3,540 | \$152,220 | \$11,645 | \$1,218 | \$4,974 | | | | | |
| Dispatchers - F/T (Nov Up) | | | \$18.25 | \$3,650 | \$32,850 | \$2,513 | \$263 | \$1,987 | | | | \$72,780 | \$72,780 |
| CSVO - P/T | 60 | 2 | \$16.95 | \$1,017 | \$43,731 | \$3,345 | \$350 | \$952 | | | | | |
| CSVO - P/T (Nov Up) | | | \$17.50 | \$1,050 | \$9,450 | \$723 | \$76 | \$572 | | | | \$21,224 | \$21,224 |
| O.T., Vac., Hrs/Wk @ 4% | | | | | \$9,450 | \$723 | \$76 | \$572 | | | | | |
| Subtotals | 540 | 14 | | | \$19,457 | \$1,488 | \$156 | \$1,177 | | | | | |
| Hourly | | | | | \$505,886 | | | | | | | | |
| Subtotals Salaried & Hourly | | 16 | | | \$585,862 | | | | | | | | |
| Total Salaried & Hourly | | | | | | | | | | | | | |
| Total Personnel (G) Customer Services | | | | | | | | | | | | | |
| (G) Customer Services - Non-Personnel | | | | | | | | | | | | | |
| Expense Detail | | | | | | | | | | | | | |
| Parking Non-Personnel | | | | | | | | | | | | | |
| Supplies | | | | | | | | | | | | | |
| Printing & Paper | | | | 12 | \$360 | \$4,320 | | | | | | | |
| Training & Orientation | | 184 | \$25 | | | \$4,600 | | | | | | | |
| Brochures/Informational/Postage & Equipment | | | | 12 | \$1,000 | \$12,000 | | | | | | | |
| Marketing | | | | 12 | \$2,000 | \$24,000 | | | | | | | |
| Uniforms | | 16 | \$350 | | | \$5,600 | | | | | | | |
| Total Supplies | | | | | | \$50,520 | | | | | | | |
| Insurance | | | | | | | | | | | | | |
| Workman's Comp. | | | | | | | | | | | | | |
| Total Insurance | | | | | | \$39,839 | | | | | | | |
| Total | | | | | | \$90,359 | | | | | | | |
| Total Non-Personnel (G) Customer Services | | | | | | | | | | | | | |
| Total (G) Customer Services | | | | | | | | | | | | | |
| | | | | | | | | | | | | | \$865,401 |
| | | | | | | | | | | | | | \$90,359 |
| | | | | | | | | | | | | | \$995,759 |

O'Hare International Airport Parking and Ground Transportation - Proposed 2012 Operating Budget

(H) PCI Compliance

| Ex per CSO/Payroll | No. Emp. | Rate \$/Hr. | \$/Week Hours | Annual Weeks | F.I.C.A. | | | Payroll Tax - Detail | | | Health, Welfare & Pension - Detail | | | Total Annual Expense |
|--------------------|----------|-------------|---------------|--------------|----------|--------|--------|----------------------|--------|--------|------------------------------------|--------------|--------------------|----------------------|
| | | | | | Rate | F.U.C. | S.U.C. | Rate | F.U.C. | S.U.C. | Single Monthly | 401K Monthly | Local 727 F/T Rate | |
| Parking Personnel | | | 40 | 52 | 7.65% | 0.80% | 6.05% | | | | \$504 | 2% | \$1,213 | \$884 |
| Salaried | | | | | | | | | | | | | | |

| | | | | | | | | | | | | | | |
|-----------|---|--|--|--|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Subtotals | 0 | | | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
|-----------|---|--|--|--|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|

Total Salaried & Hourly

Total Personnel (H) PCI Compliance

O'Hare International Airport Parking and Ground Transportation - Proposed 2012 Operating Budget

(H) PCI Compliance - Non-Personnel

| Expense Detail | No. | \$/Unit | Months | \$/Month | Total |
|----------------|-----|---------|--------|----------|-------|
|----------------|-----|---------|--------|----------|-------|

Parking Non-Personnel

| | | | | | |
|------------------------------------|----|--|--|---------|-----------|
| Supplies | | | | | |
| PCI Network Support Implementation | | | | | \$30,000 |
| PCI Compliance Monitoring | 12 | | | \$1,500 | \$18,000 |
| PCI Support Services | 12 | | | \$4,000 | \$48,000 |
| Total Supplies | | | | | \$96,000 |
| PCI Compliance Fee | | | | | \$50,000 |
| Total | | | | | \$146,000 |

Total Non-Personnel (H) PCI Compliance

| | | | | | |
|--------------------------|--|--|--|--|-----------|
| Total (H) PCI Compliance | | | | | \$146,000 |
|--------------------------|--|--|--|--|-----------|

O'Hare International Airport Parking Facilities Vehicle Immobilization
Operated by Standard Parking
Calendar Year 2012

BOOT PROGRAM

| | per CSO | No. of Employees | Hours Per Week | Rate | 2012 Budget |
|---|----------|---------------------|-------------------|-------------|----------------|
| PERSONNEL - HOURLY: | | | | | |
| Supervisor | | 1 | 40 | \$18.25 hr. | \$37,960 |
| Booters (F/T) | | 3 | 40 | \$17.50 hr. | \$109,200 |
| Booters (P/T) | | 1 | 24 | \$16.75 hr. | \$20,904 |
| Cashier (P/T) | | 1 | 16 | \$16.00 hr. | \$13,312 |
| OT, Vacation @ 4% | | | | | \$7,255 |
| Total | | 6 | 200 | | \$188,631 |
| Health & Welfare - (F/T) | | 4 | | \$1,213 mo. | \$58,224 |
| Health & Welfare - (P/T) | | 2 | | \$884 mo. | \$21,224 |
| Worker's Compensation | | | | | \$12,827 |
| Liability Insurance | | | | | \$12,827 |
| Payroll Taxes | | | | | \$18,863 |
| Total | | | | | \$123,965 |
| Total Payroll, Taxes, & Benefits - Hourly | | | | | \$312,596 |
| Booting Services Management Fee | | | | | \$30,000 |
| SUBTOTAL | | | | | \$342,596 |
| NON PERSONNEL: | | | | | |
| | Quantity | | Rate | Months | |
| Vehicle Costs: | | | | | |
| Vehicle Maint./Repairs | 1 | | \$300 | 12 | \$3,600 |
| Vehicle Fuel Expense | 350 | | \$3.99 | 12 | \$16,758 |
| Vehicle Insurance | 1 | | \$187 | 12 | \$2,240 |
| Vehicle Lease | 1 | | \$1,000 | 12 | \$12,000 |
| Vehicle Rental Replacement | 1 | | \$0 | 12 | \$0 |
| Office Supplies | | | \$200 | 12 | \$2,400 |
| Signage | | | \$100 | 12 | \$1,200 |
| LPR System Purchase-Amortized | | | \$2,333 | 12 | \$27,996 |
| LPR System Maintenance | | | \$167 | 12 | \$2,004 |
| Uniforms | 6 | | \$400 | | \$2,400 |
| Payroll, Testing, & Training | 6 | | \$66 | 12 | \$792 |
| Telephones | 2 | | \$33 | 12 | \$792 |
| TOTAL NON PERSONNEL | | | | | \$72,182 |
| Towing | 5 | | \$76 | 12 | \$4,555 |
| TOTAL OPERATING EXPENSES | | | | | \$419,333 |

\$232.96 PER BOOT FIRST 1,800 BOOTS APPLIED

\$143.19 PER BOOT APPLIED OVER 1,800 BOOTS PER YEAR

EXHIBIT 3: SPECIAL CONDITIONS REGARDING MBE/WBE COMMITMENT AND SCHEDULES

Placeholder Page

**SPECIAL CONDITION REGARDING MINORITY BUSINESS ENTERPRISE
COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT
(MBE/WBE Professional Services)**

I. Policy and Terms

- A. It is the policy of the City of Chicago that Local Businesses certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in accordance with Section 2-92-420 et seq. of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses, and all other Regulations promulgated under the aforementioned sections of the Municipal Code shall have the maximum opportunity to participate fully in the performance of this agreement. Therefore, the contractor shall not discriminate against any person or business on the basis of race, color, national origin or sex, and shall take affirmative action to ensure that women and minority businesses shall have the maximum opportunity to compete for and perform subcontracts for supplies or services.

The Chief Procurement Officer has established a goal of awarding not less than 25% of the annual dollar value of all non-construction contracts to certified MBEs and 5% of the annual dollar value of all non-construction contracts to certified WBEs.

- B. Failure to carry out the commitments and policies set forth herein shall constitute a material breach of the contract and may result in the termination of the contract or such remedy as the City of Chicago deems appropriate.
- C. Accordingly, the contractor commits to expend at least the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded, for contract participation by MBEs and WBEs:

**MBE Contract Goal: 25.0
WBE Contract Goal: 5.0**

- D. The commitment is met by the contractor's status as an MBE or WBE, or by a joint venture with one or more certified MBEs or WBEs that will perform work on the project, or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the contractor's business (but no dollar of such indirect MBE or WBE participation shall be credited more than once against a contractor's MBE or WBE commitment with respect to all contracts of such contractor), or by any combination of the foregoing.

Note: MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both an MBE and WBE shall not be credited more than once against a contractor's MBE or WBE commitment in the performance of the contract.

- E. As noted above, the contractor may meet all or part of this commitment by contracting with MBEs or WBEs for the provision of goods or services not directly related to the performance of this contract. However, in determining the manner of MBE/WBE participation, the contractor shall first consider involvement of MBEs/WBEs as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract. In appropriate cases, the Chief Procurement Officer will require the contractor to demonstrate the specific efforts undertaken to involve MBEs and WBEs in direct participation in the performance of this contract.
- F. The contractor also may with prior approval of the Chief Procurement Officer or designee, meet all, or part, of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in private sector projects.

Definitions

- A. "Minority Business Enterprise" or "MBE" means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations.

- B. **"Women Business Enterprise" or "WBE"** means a firm awarded certification as a women-owned and controlled business in accordance with City Ordinances and Regulations.
- C. **"Directory"** means the Directory of Certified "Disadvantaged Business Enterprises," "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the Contract Compliance Administrator. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE and WBE firms.
- D. **"Area of Specialty"** means the description of an MBE or WBE firm's business which has been determined by the Chief Procurement Officer to be most reflective of the MBE or WBE firm's claimed specialty or expertise. Each MBE/WBE letter of certification contains a description of the firm's Area of Specialty. This information is also contained in the Directory. Credit toward this contract's MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.
- NOTICE:** The Department of Procurement Services does not make any representation concerning the ability of any MBE/WBE to perform work within their Area of Specialty. It is the responsibility of all contractors to determine the capability and capacity of MBEs/WBEs to satisfactorily perform the work proposed.
- E. **"Joint Venture"** means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. Contractors may develop joint venture agreements as an instrument to provide participation by MBEs and WBEs in contract work.
- F. **"Contract Compliance Administrator"** means the officer appointed pursuant to Section 2-92-490 of the Municipal Code of Chicago.

III. Joint Ventures

Bidders may develop joint venture agreements as an instrument to provide participation by certified MBEs and WBEs in contract work. A joint venture seeking to be credited for MBE and/or WBE participation may be formed among MBE and/or WBE firms or between an MBE and/or WBE firm and a non-MBE/WBE firm.

A joint venture is eligible for MBE or WBE credit if the MBE/WBE joint venture partner(s) share in the ownership, control and management responsibilities, risks and profits of the joint venture, and are responsible for a clearly defined portion of work to be performed, in proportion with the MBE and/or WBE ownership percentage.

Notice: The City requires that, whenever a joint venture is proposed as the prime contractor, each joint venture partner must separately sign the proposal to the City, in the pages captioned, TO BE EXECUTED BY A CORPORATION; TO BE EXECUTED BY A PARTNERSHIP; and/or TO BE EXECUTED BY A SOLE PROPRIETOR, as applicable.

Counting MBE/WBE Participation Toward the Contract Goals

The inclusion of any MBE or WBE in the Contractor's MBE/WBE Utilization Plan shall not conclusively establish the Contractor's right to full MBE/WBE credit for that firm's participation in the contract. Once an MBE or WBE is determined to be eligible in accordance with these rules, the total dollar value of the work awarded to the MBE or WBE may be counted toward the MBE or WBE goal except as indicated below:

The Chief Procurement Officer reserves the right to deny or limit MBE/WBE credit to the contractor where any MBE or WBE is found to be engaged in substantial subcontracting or pass-through activities with others. A contractor may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function. A firm is considered to perform a commercially useful function when it is responsible for the performance of a clearly defined and distinct element of work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Chief Procurement Officer shall evaluate the amount of work subcontracted,

industry practices, and other relevant factors. The amount of MBE/WBE participation credit shall be based upon an analysis by the Chief Procurement Officer of the specific duties that will be performed by the MBE or WBE. Each MBE/WBE shall be expected to actually perform a substantial (i.e., more than eighty-five percent (85%)) portion of the work contemplated for it by any subcontract or agreement through the use of its own employees and equipment.

Requested information may include, without limitation: (1) specific information concerning brokers' fees and/or commissions; (2) intended sub-suppliers or other sources of goods and/or services; and (3) specific financial or other risks to be assumed by the MBE/WBE.

- C. MBEs and WBEs who have been certified as "brokers" shall no longer be considered eligible to participate for any consideration of MBE or WBE credit on contracts awarded by the City in 1993 and thereafter, until further notice.
- D. A joint venture may count toward its MBE or WBE goal the dollar value of the actual work performed by the MBE and/or WBE joint venture partner with its own resources.

The Chief Procurement Officer reserves the right to disallow goal credit for all, or any portion, of work performed by an MBE or WBE joint venturer based on evaluations of non-compliance with these Special Conditions or any other City, State and/or Federal regulation.

V. **Regulations Governing Reduction or Waiver of MBE/WBE Goals**

The following Regulations set forth the standards to be used in determining whether or not a reduction or waiver of the MBE/WBE commitment goals of a particular contract is appropriate. If a bidder or proposer determines that it is unable to meet the MBE and/or WBE goal percentage on a City of Chicago contract, a written request for the reduction or waiver of the commitment must be included in the bid or proposal.

The written request for reduction or waiver from the commitment must be in the form of a signed petition for grant of relief from the MBE/WBE percentages submitted on the bidder/proposer's letterhead, and must demonstrate that all required efforts as set forth in this document were taken to secure eligible Minority and Women Business Enterprises to meet the commitments. The Chief Procurement Officer or designee shall determine whether the request for the reduction or waiver will be granted.

Bidders/proposers will be considered responsive to the terms and conditions of these Regulations if a waiver request and proof of notification to an assist agency is submitted at the time of bid/proposal opening. Once the bids have been opened, the lowest responsive and responsible bidder so deemed by the Chief Procurement Officer or authorized designee will have no more than fourteen (14) calendar days to submit to the Department of Procurement complete documentation that adequately addresses the conditions for waiver described herein. **Proposers responding to Request for Proposals (RFPs) who have been identified as a short listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than fourteen (14) calendar days to submit to the Department of Procurement Services complete documentation that adequately addresses the conditions for waiver described herein.** Respondents to Request for Information and or Qualifications (RFI/RFQs) deemed by the Chief Procurement Officer or authorized designee to be the most responsive and responsible shall submit documentation that adequately addresses the conditions for waiver described herein during negotiations. Failure to submit documentation sufficient to support the waiver request will cause the bid/proposal to be found non-responsive by the Chief Procurement Officer, and the bid/proposal will be rejected. In such cases the remedies to be taken by the Chief Procurement Officer, in his discretion, may include, but are not limited to, forfeiture of bid deposit; negotiating with the next lowest bidder/proposer; or re-advertising the bid/proposal. All bidders/proposers are encouraged to submit all required documents at the time of bid opening to expedite the contract award.

A. **Direct/Indirect Participation**

Each of the following elements must be present in order to determine whether or not such a reduction or waiver is appropriate.

1. The bidder/proposer has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct or

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(Professional Services)

indirect work identified or related to the advertised bid/proposal. Direct participation involves subcontracting a portion of the goods/services specifically required in the bid/proposal. Indirect participation is the subcontracting of goods/services not specifically related to the performance of this contract. Documentation must include but is not necessarily limited to:

- a. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;
- b. A listing of all MBE/WBE firms contacted that includes:
 - (1) Names, address and telephone numbers of MBE/WBE firms solicited;
 - (2) Date and time of contact;
 - (3) Method of contact (written, telephone, facsimile, etc.)
- c. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:
 - (1) Project identification and location;
 - (2) Classification/commodity of work items for which quotations were sought;
 - (3) Date, item and location for acceptance of subcontractor bid proposals;
 - (4) Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portion of the work and indicates why negotiations were unsuccessful;
 - (5) Affirmation that good faith efforts have been demonstrated by choosing subcontracting opportunities likely to achieve MBE/WBE goals by not imposing any limiting conditions which were not mandatory for all subcontractors; or denying the benefits ordinarily conferred on MBE/WBE subcontractors for the type of work that was solicited.

OR

2. Subcontractor participation will be deemed excessively costly when the MBE/WBE subcontractor proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontractor's quote is excessively costly, the bidder/proposer must provide the following information:
 - a. A detailed statement of the work identified for MBE/WBE participation for which the bidder/proposer asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher).
 - (1) A listing of all potential subcontractors contacted for a quotation on that work item;
 - (2) Prices quoted for the subcontract in question by all such potential subcontractors for that work item.
 - b. Other documentation which demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:
 - (1) The City's estimate for the work under a specific subcontract;
 - (2) The bidder/proposer's own estimate for the work under the subcontract;
 - (3) An average of the bona fide prices quoted for the subcontract;
 - (4) Demonstrated increase in other contract costs as a result of subcontracting to the MBE/WBE or other firm.

B. Assist Agency Participation

Every waiver and/or reduction request must include evidence that the bidder/proposer has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the MBE/WBE business community.

The notice requirement of this Section will be satisfied if a bidder/proposer contacts at least one of the associations on Attachment A when the prime contractor seeks a waiver or reduction in the utilization goals. Attachment B provides the letter format that a prime contractor may use. Proof of notification prior to bid submittal (e.g. certified mail receipt or facsimile transmittal receipt) will be required for any bid/proposal submitted to be deemed responsive on the date of bid opening. If deemed appropriate, the Chief Procurement Officer or Contract Compliance Officer may contact the assist agency for verification of notification.

C. Impracticability

1. If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage standard is appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, bid specifications shall include a statement of such revised standard.
2. The requirements set forth in these Regulations shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

This may occur whenever the Chief Procurement Officer determines that for reasons of time, need, industry practices or standards not previously known by the Procurement Department administrator, or such other extreme circumstances as may be deemed appropriate, such a Waiver is in the best interests of the City. This determination may be made in connection with a particular contract, whether before the contract is let for bid, during the bid or award process, before or during negotiation of the contract, or during the performance of the contract.

For all notifications required to be made by bidders/proposers, in situations where the Chief Procurement Officer has determined that time is of the essence, documented telephone contact may be substituted for letter contact.

I. Procedure To Determine Bid Compliance

The following Schedules and described documents constitute the bidder's MBE/WBE proposal, and must be submitted in accordance with the guidelines stated:

A. Schedule C-1: Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant.

A Schedule C-1 executed by the MBE/WBE (subcontractor or Joint Venture partner) must be submitted by the bidder/proposer for each MBE/WBE included on their Schedule D-1 and must accurately detail the work to be performed by the MBE/WBE and the agreed rates and prices to be paid.

If any fully completed and executed Schedule C-1 is not submitted with the bid/proposal, it must be received by the Contract Administrator within ten (10) days of the bid/proposal opening. (All post bid/proposal submissions must have original signatures on all documents). Failure to submit a completed Schedule C-1 in accordance with this section shall entitle the City to deem the bid/proposal non-responsive and therefore reject the bid/proposal.

B. Letters of Certification.

A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago must be submitted with the bid/proposal.

All Letters of Certification issued by the City of Chicago include a statement of the MBE/WBE firm's Area of Specialty. The MBE/WBE firm's scope of work, as detailed by their Schedule C-1, must conform to their stated Area of Specialty.

C. Joint Venture Agreements.

If the bidder's/proposer's MBE/WBE proposal includes the participation of an MBE/WBE as joint venture on any tier (either as the bidder/proposer or as a subcontractor), the bidder/proposer must provide a copy of the joint venture agreement.

D. Schedule D-1: Affidavit of MBE/WBE Goal Implementation Plan

Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm.

Except in cases where the bidder/proposer has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section V. herein, the bidder/proposer must commit to the expenditure of a specific dollar amount of participation and a specific percentage of the total award amount for each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, as percentages of the total estimated usage.

All commitments made by the bidder's Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the bid opening (see Section VI. A., above), the bidder/proposer may submit a revised Schedule D-1 (executed and notarized) to conform with the Schedule C-1. Except in cases where substantial and documented justification is provided, bidders/proposers will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1.

VII. Reporting Requirements During The Term of The Contract

- A. The Contractor shall, not later than thirty (30) days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements shall be made available to the Chief Procurement Officer upon request.
- B. In the case of one time procurements of supplies with either single or multiple deliveries to be performed in less than one year from the date of contract award, an "MBE/WBE Utilization Report," indicating final MBE and WBE payments shall be submitted directly to the Department of Procurement Services so as to assure receipt either at the same time, or before the using Department receives the contractor's final invoice. Final payments may be held until the Utilization Reports have been received.
NOTICE: Do not submit invoices with "MBE/WBE Utilization Reports."
- C. During the term of all other contracts, the contractor shall submit regular "MBE/WBE Utilization Reports," a copy of which is attached. The frequency with which these reports are to be submitted will be determined by the Chief Procurement Officer, but in no case will reports be required less often than on a quarterly basis. In the absence of written notice from the Chief Procurement Officer, the contractor's first "MBE/WBE Utilization Report" will be due ninety (90) days after the date of contract award, and reports will be due quarterly thereafter.
- D. "MBE/WBE Utilization Reports" are to be submitted directly to: Department of Procurement Services, Office of Vendor Relations, City Hall, Room 403, 121 N. LaSalle Street, Chicago, Illinois 60602.
- E. The Contract Compliance Administrator shall be entitled to examine, on five (5) business days notice, the contractor's books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the contractor is in compliance with its commitment to MBE/WBE

participation and the status of any MBE or WBE performing any portion of the contract. Such rights are in addition to any other audit inspection rights contained in the contract.

VIII. MBE/WBE Substitutions

Changes by the contractor of the commitments earlier certified in the Schedule D-1 are prohibited. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE/WBE requirements.

The contractor must notify the Chief Procurement Officer immediately in writing of the necessity to reduce or terminate an MBE/WBE subcontract and to utilize a substitute firm for some phase of work. The contractor's notification should include the reason for the substitution request, as well as, the name, address and principal official of the substitute MBE/WBE and the dollar value and scope of work of the subcontract. Attached should be all the requisite MBE/WBE affidavits and documents, as enumerated above in Section VI. above, "Procedure to Determine Bid Compliance."

The City will not approve extra payment for escalated costs incurred by the contractor when a substitution of subcontractors becomes necessary for the contractor in order to comply with MBE/WBE contract requirements.

After award of contract, no relief of the MBE/WBE requirements will be granted by the City except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the contractor to locate specific firms, solicit MBE/WBE bids, seek assistance from technical assistance agencies, etc., as outlined above in the section V above, entitled "Regulations Governing Reductions To or Waiver of MBE/WBE Goals"

IX. Non-Compliance and Damages

The following constitutes a material breach of this contract and shall entitle the City to declare a default, terminate the contract and exercise those remedies provided for in the contract, at law or in equity:

- (1) failure to satisfy the MBE/WBE percentages required by the contract; and
- (2) the contractor or subcontractor is disqualified as an MBE or WBE, and such status was a factor in contract award, and was misrepresented by the contractor

In the event that the contractor is determined not to have been involved in any misrepresentation of the status of the disqualified subcontractor or supplier, the contractor shall seek to discharge the disqualified subcontractor or supplier, upon proper notification to the Chief Procurement Officer and/or Contract Compliance Administrator and make every effort to identify and engage a qualified MBE or WBE as its replacement. Furthermore, continued eligibility to enter into future contracting arrangements with the City may be jeopardized as a result of non-compliance. Payments due to the contractor may be withheld until corrective action is taken.

Arbitration

- A. In the event that a contractor has not complied with the contractual MBE/WBE percentages in its Schedule D, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the contractor damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the contractor and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorney's fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and an MBE/WBE.

- B. An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitative process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, Section X. A. above, within ten (10) days of the contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.
- C. All fees of the arbitrator are the initial responsibility of the MBE/WBE; provided, however, that the arbitrator is authorized to award reasonable expenses, including attorney's and arbitrator fees, as damages to a prevailing MBE/WBE.
- D. The MBE/WBE must send the City a copy of the "Demand for Arbitration" within ten (10) days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

XI. Record Keeping

The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs/WBEs, retaining these records for a period of at least three years after final acceptance of the work. Full access to these records shall be granted to the City of Chicago, Federal or State authorities in this project, the U.S. Department of Justice, or any duly authorized representatives thereof.

XII. Information Sources

Small business guaranteed loans; surety bond guarantees; 8 (a) certification:

U.S. Small Business Administration
500 W. Madison Street, Suite 1250
Chicago, Illinois 60661
General Information
(312) 353-4528

**S.B.A. - Bond Guarantee Program
Surety Bonds**
500 West Madison, Suite 1250
Chicago, Illinois 60661
Attention: Carole Harris
(312) 353-4003

S.B.A. - Procurement Assistance
500 West Madison, Suite 1250
Chicago, Illinois 60661
Attention: Robert P. Murphy, Area Regional Administrator
(312) 353-7381

Project information and general MBE/WBE information:

**City of Chicago
Department of Procurement
Office of Vendor Relations**
City Hall - Room 403
Chicago, Illinois 60602
Attention:
(312) 744-7655

**City of Chicago
Department of Procurement
Contract Administration Division**
City Hall - Room 403
Chicago, Illinois 60602
Attention: Byron Whittaker
(312) 744-4926

Directory of Certified Disadvantaged, Minority and Women Business Enterprises:

City of Chicago
Department of Procurement
Office of Business Development -Certification Unit
City Hall - Room 403
Chicago, Illinois 60602
Attention: Laurie Lipson
(312) 744-1896

General Information, Department of Procurement Services: www.cityofchicago.org/purchasing

Information on MBE/WBE availability in the manufacturing, sales or supplies, and related fields (direct assistance from 42 regional affiliates located throughout the U.S.):

National Minority Suppliers
Development Council, Inc.
1040 Avenue of the Americas, 2nd floor
New York, New York 10018
Attention: Harriet R. Michel
(212) 944-2430

Chicago Minority Business
Development Council
1 East Wacker Drive
Suite 1200
Chicago, Illinois 60601
Attention: Tracye Smith, Executive Director
Phone #: (312) 755-8880
Fax #: (312) 755-8890

SCHEDULE B: MBE/WBE Affidavit of Joint Venture

All information requested on this schedule must be answered in the spaces provided. Do not refer to your joint venture agreement except to expand on answers provided on this form. If additional space is required, attach additional sheets. In all proposed joint ventures, each MBE and/or WBE venturer must submit a copy of its current Letter of Certification.

- I. Name of joint venture: _____
 Address: _____
 Telephone number of joint venture: _____

- II. Email address: _____
 Name of non-MBE/WBE venturer: _____
 Address: _____
 Telephone number: _____
 Email address: _____
 Contact person for matters concerning MBE/WBE compliance: _____

- III. Name of MBE/WBE venturer: _____
 Address: _____
 Telephone number: _____
 Email address: _____
 Contact person for matters concerning MBE/WBE compliance: _____

- IV. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture: _____

✓ Attach a copy of the joint venture agreement.

In order to demonstrate the MBE and/or WBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital, personnel and equipment and share of the costs of bonding and insurance; (2) work items to be performed by the MBE/WBE's own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.

I. Ownership of the Joint Venture.

- A. What is the percentage(s) of MBE/WBE ownership of the joint venture?
 MBE/WBE ownership percentage(s) _____
 Non-MBE/WBE ownership percentage(s) _____

- B. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other details as applicable):
 - 1 Profit and loss sharing: _____
 2. Capital contributions:
 - (a) Dollar amounts of initial contribution: _____
 - (b) Dollar amounts of anticipated on-going contributions: _____
 3. Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer): _____

4. Other applicable ownership interests, including ownership options or other agreements which restrict or limit ownership and/or control:

5. Costs of bonding (if required for the performance of the contract):

6. Costs of insurance (if required for the performance of the contract):

C. Provide copies of all written agreements between venturers concerning this project.

D. Identify each current City of Chicago contract and each contract completed during the past two years by a joint venture of two or more firms participating in this joint venture:

VII. Control of and Participation in the Joint Venture.

Identify by name and firm those individuals who are, or will be, responsible for, and have the authority to engage in the following management functions and policy decisions. Indicate any limitations to their authority such as dollar limits and co-signatory requirements.:

A. Joint venture check signing:

B. Authority to enter contracts on behalf of the joint venture:

C. Signing, co-signing and/or collateralizing loans:

D. Acquisition of lines of credit:

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

G. Management of contract performance. (Identify by name and firm only):

1. Supervision of field operations: _____
2. Major purchases: _____
3. Estimating: _____
4. Engineering: _____

VIII. Financial Controls of joint venture:

- A. Which firm and/or individual will be responsible for keeping the books of account?

- B. Identify the "managing partner," if any, and describe the means and measure of his/her compensation:

- C. What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this project?

IX. State the approximate number of operative personnel by trade needed to perform the joint venture's work under this contract. Indicate whether they will be employees of the non-MBE/WBE firm, the MBE/WBE firm, or the joint venture.

| Trade | Non-MBE/WBE Firm (Number) | MBE/WBE (Number) | Joint Venture (Number) |
|-------|------------------------------|---------------------|---------------------------|
| | | | |
| | | | |
| | | | |
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| | | | |

If any personnel proposed for this project will be employees of the joint venture:

- A. Are any proposed joint venture employees currently employed by either venturer?
Currently employed by non-MBE/WBE venturer (number) _____ Employed by MBE/WBE venturer _____
- B. Identify by name and firm the individual who will be responsible for hiring joint venture employees:

- C. Which venturer will be responsible for the preparation of joint venture payrolls:

XI. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

SCHEDULE B: MBE/WBE Affidavit of Joint Venture

The undersigned affirms that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each venturer in the undertaking. Further, the undersigned covenant and agree to provide to the City current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records and files of the joint venture, or those of each venturer-relevant to the joint venture by authorized representatives of the City or the Federal funding agency.

Any material misrepresentation will be grounds for terminating any contract that may be awarded and for initiating action under federal or state laws concerning false statements.

Note: If, after filing this Schedule B and before the completion on the joint venture's work on the project, there is any change in the information submitted, the joint venture must inform the City of Chicago, either directly or through the prime contractor if the joint venture is a subcontractor

Name of MBE/WBE Partner Firm

Name of Non-MBE/WBE Partner Firm

Signature of Affiant

Signature of Affiant

Name and Title of Affiant

Name and Title of Affiant

Date

Date

On this day of _____, 20____, the above-signed officers

(names of affiants)

personally appeared and, known to me be the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Signature of Notary Public

My Commission Expires: _____

(SEAL)

Schedule C-1

Letter of Intent from MBE/WBE to Perform
as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: Mgmt. and Operations of Parking Facility at O'Hare International Airport
Specification Number: 97199

From: Brandenburger Plumbing, Inc.

MBE: Yes X
WBE: Yes

No:
No:

To: **Standard Parking Company**
(Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above project as a:

 Sole Proprietor X Corporation
 Partnership Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of 11-1-12 to 11-1-13 for a period of one year.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above name project/contract:

**PLUMBING MAINTENANCE
AND RENOVATION**

The above described performance is offered for the following price and described terms of payment:

DUR-- 0.2%

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (30) working days of receipt of a signed contract from 6-15-12.

Keith R. Brandenburger

(Signature of Owner or Authorized Agent)

Keith R. Brandenburger, President

Name/Title (Print)

Jun 15, 2012

Date

773-779-8350

Phone

IN WITNESS OF, I hereunto set my hand and official seal.

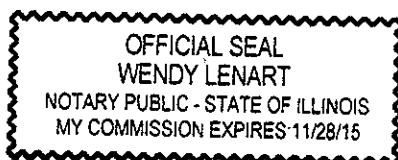
SEAL

Wendy Lenart

Signature of Notary Public

My Commission Expires:

11-28-15



Name of Project/Contract: Mgmt. and Operations of Parking Facility at O'Hare International Airport
Specification Number: 97199

Schedule C-1 Scope of Work

Scope of Work from MBE/WBE to Perform
as Subcontractor or Supplier

Instructions: Fully describe your proposed scope of work, including a description of the commercially useful function being performed on the above contract.

Date: «C1_for_date» 7-1-12 TO 6-30-17
 Firm Name: «Company_Name» BRANDENBURGER PLUMBING, INC.
 President's Name: «Owner_First» «Owner_Last» KEITH R. BRANDENBURGER
 Contact's Name: «Owner_First» «Owner_Last» SAME Contact's Title: PRESIDENT
 Address: «Address» 3245 W. 111TH STREET
 City: «City» CHICAGO State: «State» IL ZIP: «Zip» 60655
 Phone: «Phone» (773) 779-8350 Fax: «Fax» (773) 779-8354
 Contact's Email: «Email» KEITHB@BRANDENBURGERPLUMBING.COM Web Address: _____

SCOPE OF WORK: PLUMBING MAINTENANCE AND
RENOVATIONS -
RPT SERVICE AND TESTING
SEWER RODDING

| Certifications: | Agencies | Status | Expiration Date |
|-----------------|-------------------|--|-----------------|
| | o City of Chicago | <input checked="" type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> DBE | <u>11-1-13</u> |
| | | <input type="radio"/> MBE | |
| | | <input type="radio"/> MBE <input type="radio"/> FBE | |
| | | <input checked="" type="radio"/> DBE | <u>3-1-16</u> |
| | | <input type="radio"/> WBE | |



CITY OF CHICAGO
OFFICE OF COMPLIANCE

May 25, 2011

Keith Brandanburger
Brandenburger Plumbing, Inc.
3245 W. 111th Street
Chicago, IL 60655

Annual No Change Affidavit Expires: 11/1/2012

Dear Keith Brandanburger:

Congratulations on your continued eligibility for certification as a Minority Business Enterprise (MBE) by the City of Chicago. This certification is valid until 11/1/2013.

As you know, your firm must also be re-validated annually. As such, your firm's next No Change Affidavit is due by 11/1/2012. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPC if you fail to:

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

333 S. State St., Suite 320, Chicago, IL 60604 • (312) 747-7778

www.cityofchicago.org/compliance

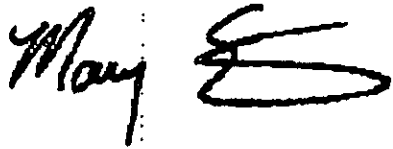
Your firm is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Plumbing; Plumbing Maintenance and Repair (Includes Toilets, etc.); Maintenance and Repair, Sewer and Storm Drain (Including Removal); Construction, Sewer and Storm Drain; Public Utilities: Water, Sewer and Gas Maintenance and Repair

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority Business Enterprise (MBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

A handwritten signature in black ink, appearing to read "Mary E", with a stylized flourish at the end.

Mary Elliott
Acting Managing Deputy Director

Schedule C-1

Letter of Intent from MBE/WBE to Perform
as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: Mgmt. and Operations of Parking Facility at O'Hare International Airport
Specification Number: 97199

From: Cal Communications

MBE: Yes XX No:
WBE: Yes No: XX

To: **Standard Parking Company**
(Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above project as a:

 Sole Proprietor XX Corporation
 Partnership Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of Dec. 30, 2011 to Sept. 1, 2012 for a period of one year.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above name project/contract:

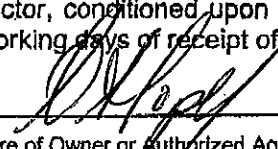
To provide electrical and communication services at all O'Hare International Airport Parking Facility

The above described performance is offered for the following price and described terms of payment:

DUR- 0.6%

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (30) working days of receipt of a signed contract from Standard Parking Company


(Signature of Owner or Authorized Agent)

Carlos A. Lopez, President

Name/Title (Print)

June 18, 2012

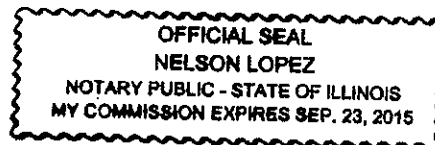
Date

(847) 537-2425

Phone

IN WITNESS OF, I hereunto set my hand and official seal.

SEAL




Signature of Notary Public

My Commission Expires: 9-23-2015

Name of Project/Contract: Mgmt. and Operations of Parking Facility at O'Hare International Airport
Specification Number: 97199

Schedule C-1 Scope of Work

Scope of Work from MBE/WBE to Perform
 as Subcontractor or Supplier

Instructions: Fully describe your proposed scope of work, including a description of the commercially useful function being performed on the above contract.

Date: «C1_for_date» June 18, 2012

Firm Name: «Company_Name» CAL Communications, Inc.

President's Name: «Owner_First» «Owner_Last» Carlos A. Lopez

Lopez

Contact's Name: «Owner_First» «Owner_Last» Carlos A. Contact's Title: President

Address: «Address» 1572 Barclay Blvd.

City: «City» Buffalo Grove State: «State» IL ZIP: «Zip» 60089

Phone: «Phone» (847)537-2425 Fax: «Fax» (847)537-1613

Contact's Email: «Email» clopez@calcomm.com Web Address: www.calcomm.com

SCOPE OF WORK: To provide electrical and communication services at all

O'Hare International Airport Parking Facility.

| Certifications: | Agencies | Status | Expiration Date |
|-----------------|--|--|-----------------------------|
| | <input type="checkbox"/> City of Chicago | <input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input checked="" type="checkbox"/> DBE | <u>Sept. 1, 2012</u> |
| | | <input type="checkbox"/> MBE | <u> </u> |
| | | <input type="checkbox"/> MBE <input type="checkbox"/> FBE | <u> </u> |
| | | <input type="checkbox"/> DBE | <u> </u> |
| | | <input type="checkbox"/> WBE | <u> </u> |



CITY OF CHICAGO
OFFICE OF COMPLIANCE

December 30, 2011

Carlos Lopez
Cal Communications, Inc.
1572 Barclay Blvd
Buffalo Grove, IL 60089-4505

Dear Carlos Lopez:

We are pleased to inform you that Cal Communications, Inc. continued eligibility for certification as a Disadvantaged Business Enterprise (DBE) with the City of Chicago has been granted. Re-validation of certification is required by September 1, 2012.

It is mandatory under Federal Regulation 49 CFR Part 26 and 23 that all Disadvantaged Business Enterprise (DBE) firms, upon completing their fifth fiscal year of certification, must re-validate with its host agency. Since the City of Chicago is your host agency, we will send you a copy of the new "Continued Eligibility Affidavit" for your convenience when it is due at the end of your term.

Please note that you must include a copy of your most current Corporate Federal Tax Returns, Personal Net Worth Statement (PNW), and the Continued Eligibility Affidavit with supporting documentation. Failure to file this Affidavit will result in the removal of your certification.

You must also notify the Certification Unit of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification. The City may commence actions to remove your firm's eligibility if you fail to notify us of any changes in ownership, management or control, or otherwise fail to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Cal Communications, Inc. will appear in the Illinois Certification Program (IL UCP) DBE Directory under the area(s) of specialty listed below. The Directory can be accessed via the internet at <http://www.dot.state.il.us/ucp/ucp.html>.

NIGP-28029: COMMUNICATIONS CABLE
NIGP-91438: ELECTRICAL
NIGP-99829: COMPUTERS, PARTS AND SUPPLIES

Your firm's participation on City contracts will be credited only toward DBE/ACDBE goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Disadvantaged Business Enterprise (DBE) goals will be given only for work done in a specialty category.

Thank you for your continued interest in the City's Disadvantaged Business Enterprise (DBE) Program.

Sincerely,

Michael Chambers
Senior Compliance Officer – Supplier Diversity
CITY OF CHICAGO

Schedule C-1

Letter of Intent from MBE/WBE to Perform
as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: Mgmt. and Operations of Parking Facility at O'Hare International Airport
Specification Number: 97199

From: Cavalry Fire Protection Services, LLC

MBE: Yes ☒ No: ☐
WBE: Yes ☐ No: ☐

To: **Standard Parking Company**
(Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above project as a:

☐ Sole Proprietor ☒ Corporation LLC
☐ Partnership ☐ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of 7/1/2012 to 6/30/2017 for a period of one year.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above name project/contract:

Conduct monthly inspections of portable fire extinguishers and fire hose stations. Provide maint. services & repairs.

The above described performance is offered for the following price and described terms of payment:

DUR- 0.1%

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (30) working days of receipt of a signed contract from CAVALRY FIRE PROTECTION SERVICES LLC

(Signature of Owner or Authorized Agent)

AMES E. CLARK, PRESIDENT

Name/Title (Print)

6/18/12

Date

708-426-6949

Phone

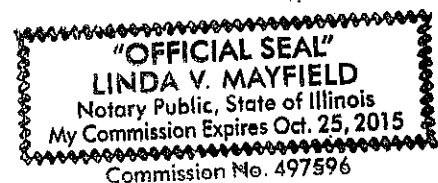
IN WITNESS OF, I hereunto set my hand and official seal.

SEAL

Signature of Notary Public

My Commission Expires:

10/25/15



Name of Project/Contract: Mgmt. and Operations of Parking
Facility at O'Hare International Airport
Specification Number: 97199

Schedule C-1 Scope of Work

Scope of Work from MBE/WBE to Perform
as Subcontractor or Supplier

Instructions: Fully describe your proposed scope of work, including a description of the commercially useful function being performed on the above contract.

Date: «C1_for_date» 6/18/12
Firm Name: «Company_Name» CAVALRY FIRE PROTECTION SOC LLC
President's Name: «Owner_First» «Owner_Last» JAMES E. CLARK
Contact's Name: «Owner_First» «Owner_Last» JAMES E. CLARK Contact's Title: PRESIDENT
Address: «Address» 1784 E OAKTON ST SUITE 113
City: «City» DES PLAINES State: «State» IL ZIP: «Zip» 60018
Phone: «Phone» 708-426-6949 Fax: «Fax» 1866-314-7561
Contact's Email: «Email» JCLARK@CAVALRY Web Address: WWW.CAVLRYFIREPRO.COM
FIRE PRO.COM

SCOPE OF WORK: WE CONDUCT MONTHLY INSPECTIONS OF
PORTABLE FIRE EXTINGUISHERS AND FIRE HOSE
STATIONS. ALSO PROVIDE MAINTENANCE SERVICES
AND REPAIRS OF PORTABLE FIRE EXTINGUISHERS.

Certifications: Agencies City of Chicago Status ☒ MBE ☐ WBE ☐ DBE
☒ MBE ☐ MBE ☐ FBE
☐ DBE ☐ WBE
Expiration Date IN PROGRESS



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

JUL 03 2012

James E. Clark
Cavalry Fire Protection Services, LLC
1784 East Oakton Street Suite 113
Des Plaines, Illinois 60018

Annual Certificate Expires: June 15, 2013

Dear Mr. Clark:

We are pleased to inform you that Cavalry Fire Protection Services, LLC has been re-certified as a Minority Business Enterprise (MBE) by the City of Chicago. This MBE/WBE certification is valid until June 15, 2017; however your firms' certification must be re-validated annually.

As a condition of continued certification during this five year period, you must file an annual No-Change Affidavit. Your firm's No Change Affidavit is due by **June 15, 2013**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your **No-Change Affidavit by April 15, 2013**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within **10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a Minority Business Enterprise if you fail to:

- ♦ file your No Change Affidavit within the required time period;
- ♦ provide financial or other records requested pursuant to an audit within the required time period; or
- ♦ notify the City of any changes affecting your firm's certification within 10 days of such change.

JUL 03 2012

Page 2 of 2
Cavalry Fire Protection Services, LLC

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS – 238210 – Electrical Contractors and Other Wiring Installation Contractors
NAICS – 561621 – Security Systems Services (except Locksmiths)

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JLR/vlw

Schedule C-1

Letter of Intent from MBE/WBE to Perform
as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: Mgmt. and Operations of Parking Facility at O'Hare International Airport
Specification Number: 97199

From: Digby's Detective & Security

MBE: Yes X No:
WBE: Yes X No:

To: **Standard Parking Company**
(Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above project as a:

 Sole Proprietor X Corporation
 Partnership Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of 8/24/2011 to 8/01/2015 for a period of one year.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above name project/contract:

Provide Armed & ~~fixed~~ ^{unarmed} mobile and fixed point security
services.

The above described performance is offered for the following price and described terms of payment:

DUR- 2.5%

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (30) working days of receipt of a signed contract from July 01, 2012.


(Signature of Owner or Authorized Agent)

Joseph Lee

Name/Title (Print)

June 19, 2012

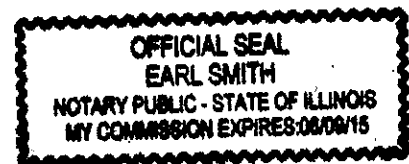
Date


312.326.1100 ext. 21

Phone

IN WITNESS OF, I hereunto set my hand and official seal.

SEAL




Signature of Notary Public

My Commission Expires:

6-9-15

**Name of Project/Contract: Mgmt. and Operations of Parking
Facility at O'Hare International Airport
Specification Number: 97199**

Schedule C-1 Scope of Work

Scope of Work from MBE/WBE to Perform
as Subcontractor or Supplier

Instructions: Fully describe your proposed scope of work, including a description of the commercially useful function being performed on the above contract.

CONTACT INFORMATION

Date: «C1_for_date» _____

Firm Name: «Company_Name» Digby's Detective & Security Agency, Inc.

President's Name: «Owner_First» «Owner_Last» Christine Digby

Contact's Name: «Owner_First» «Owner_Last» Joseph Lee Contact's Title: Dir., Marketing

Address: «Address» 2630 South Wabash Avenue

City: «City» Chicago State: «State» IL ZIP: «Zip» 60616

Phone: «Phone» 312.326.1100 Fax: «Fax» 312.326.4991

Contact's Email: «Email» _____ Web Address: _____

jlee@digbysecurity.com/www.digbysecurity.com

SCOPE OF WORK

SCOPE OF WORK: Provide armed & unarmed mobile and fixed point
security services.

| Certifications: | Agencies | Status | Expiration Date |
|-------------------------------------|-----------------|--|------------------|
| <input checked="" type="checkbox"/> | City of Chicago | <input checked="" type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> DBE | <u>8/01/2015</u> |
| | | <input type="checkbox"/> MBE | _____ |
| | | <input type="checkbox"/> MBE <input type="checkbox"/> FBE | _____ |
| | | <input type="checkbox"/> DBE | _____ |
| | | <input type="checkbox"/> WBE | _____ |



CITY OF CHICAGO
OFFICE OF COMPLIANCE

August 24, 2011

Christine Digby
Digby's Detective & Security Agency, Inc.
2630 South Wabash Avenue
Chicago, IL 60616-2825

Annual Certificate Expires: August 1, 2015

Dear Christine Digby:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **August 1, 2015**.

As you know, your firm must also be re-validated annually. As such, your firm's next No Change Affidavit is due by **August 1, 2012**. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to:

- file your No Change Affidavit within the required time period;
- provide financial or other records requested pursuant to an audit within the required time period; or
- notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

Your firm is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

NIGP-90568: SECURITY SCREENING SERVICES, PERSONNEL
NIGP-96265: PROTECTION SERVICES (NOT INCLUDING BUILDINGS)

NIGP-96480: SECURITY GUARDS
NIGP-99041: FINGERPRINTING SERVICES

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority Business Enterprise (MBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

A handwritten signature in black ink, appearing to read 'Karen Patterson', with a stylized flourish extending to the right.

Karen Patterson
Deputy Director of Supplier Diversity

Schedule C-1

Letter of Intent from MBE/WBE to Perform
as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: Mgmt. and Operations of Parking Facility at O'Hare International Airport
Specification Number: 97199

From: Genex Corporation

MBE: Yes X No:
WBE: Yes No:

To: **Standard Parking Company**
(Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above project as a:

 Sole Proprietor X Corporation
 Partnership Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of 11/1/11 to 11/1/12 for a period of one year.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above name project/contract:

Provide support for the Parking Revenue Control equipment.

The above described performance is offered for the following price and described terms of payment:

DUR-1.2%

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (30) working days of receipt of a signed contract from .

Nand Belani
(Signature of Owner or Authorized Agent)

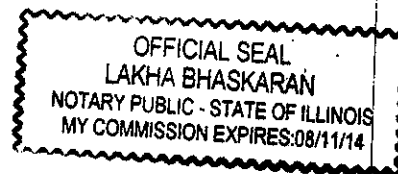
NAND BELANI
Name/Title (Print)

6/18/12
Date

630-964-8400
Phone

IN WITNESS OF, I hereunto set my hand and official seal.

SEAL



Lakha Bhaskaran
Signature of Notary Public

My Commission Expires: 08/11/14

Name of Project/Contract: Mgmt. and Operations of Parking Facility at O'Hare International Airport
Specification Number: 97199

Schedule C-1 Scope of Work

Scope of Work from MBE/WBE to Perform
as Subcontractor or Supplier

Instructions: Fully describe your proposed scope of work, including a description of the commercially useful function being performed on the above contract.

Date: «C1_for_date» 6/18/12
 Firm Name: «Company_Name» GENEX CORPORATION
 President's Name: «Owner_First» «Owner_Last» IVAN BELANI
 Contact's Name: «Owner_First» «Owner_Last» IVAN BELANI Contact's Title: PRESIDENT
 Address: «Address» 4811 EMERSON AVE. #101
 City: «City» PALATINE State: «State» IL ZIP: «Zip» 60067
 Phone: «Phone» 630-964-8400 Fax: «Fax» 630-964-0100
 Contact's Email: «Email» ibelani@genex-corp.com Web Address: www.genex-corp.com

SCOPE OF WORK: PROVIDE SUPPORT FOR MAINTENANCE OF
PARKING FACILITIES AT O'HARE AIRPORT.

| Certifications: | Agencies | Status | Expiration Date |
|-----------------|-------------------|--|-----------------|
| | o City of Chicago | <input checked="" type="radio"/> MBE o WBE o DBE | <u>11/1/12</u> |
| | <u>MSDC</u> | <input checked="" type="radio"/> MBE | <u>10/1/12</u> |
| | <u>CMS</u> | <input checked="" type="radio"/> MBE o FBE | <u>11/1/12</u> |
| | | o DBE | |
| | | o WBE | |



CITY OF CHICAGO
OFFICE OF COMPLIANCE

August 24, 2010

Nand Belani
Genex Corporation
4811 Emerson Avenue, Unit 203
Palatine, IL 60067

Annual No Change Affidavit Due:

November 1, 2011

Dear: Nand Belani

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until November 1, 2012.

As you know, your firm must also be re-validated annually. We extended the deadline for submitting the No-Change Affidavit to September 1st so that we might review the program for ways to streamline the process. As a result, while you will still be required to submit an annual No-Change Affidavit, we will no longer require firms to submit financial records with the Affidavit, and we will allow the Affidavit to be submitted on-line. This should improve the process for businesses and make it easier to comply with annual validation requirements. However, as part of our program improvements, we will also increase auditing activities, and you may at any time be required to submit financial records and other documents needed to support your continued eligibility.

This new process will begin in 2011. As such, your firm's next No Change Affidavit is due by **November 1, 2011**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by **September 2, 2011**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE if you fail to

- ♦ file your No Change Affidavit within the required time period;
- ♦ provide financial or other records requested pursuant to an audit within the required time period; or
- ♦ notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely

representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

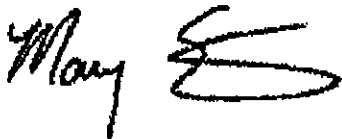
Genex Corporation is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Drafting Services; Database Services; Material Testing Services; Inspection Services; Electrical Distribution Systems (low voltage)

Your firm's participation on City contracts will be credited only toward MBE goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward MBE goals will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

A handwritten signature in black ink, appearing to read "Mary Elliott", with a stylized flourish at the end.

Mary Elliott
Acting Managing Deputy

Schedule C-1

Letter of Intent from MBE/WBE to Perform
as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: Mgmt. and Operations of Parking Facility at O'Hare International Airport
Specification Number: 97199

From: Gim Electric Company, Inc.

MBE: Yes X

No:

WBE: Yes

No: X

To: **Standard Parking Company**
(Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above project as a:

 Sole Proprietor X Corporation
 Partnership Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of October 7, 2011 to October 7, 2012 for a period of one year.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above name project/contract:

Provide electrical maint. to the facility.

The above described performance is offered for the following price and described terms of payment:

DUR- 2.4%

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (30) working days of receipt of a signed contract from .

(Signature of Owner or Authorized Agent)

Eric W. Mah, President

Name/Title (Print)

June 15, 2012

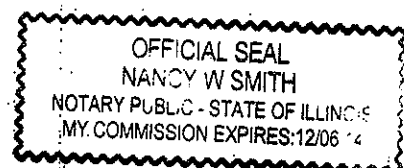
Date

773-286-7112

Phone

IN WITNESS OF, I hereunto set my hand and official seal.

SEAL



Nancy W. Smith
Signature of Notary Public

My Commission Expires: 12/6/14

Name of Project/Contract: Mgmt. and Operations of Parking
Facility at O'Hare International Airport
Specification Number: 97199

Schedule C-1 Scope of Work

Scope of Work from MBE/WBE to Perform
as Subcontractor or Supplier

Instructions: Fully describe your proposed scope of work, including a description of the commercially useful function being performed on the above contract.

Date: «C1_for_date» 6/15/12

Firm Name: «Company_Name» Gim Electric Co., Inc.

President's Name: «Owner_First» «Owner_Last» Eric W. Mah

Contact's Name: «Owner_First» «Owner_Last» Eric Mah Contact's Title: President

Address: «Address» 4150 N. Milwaukee Ave.

City: «City» Chicago State: «State» IL ZIP: «Zip» 60641

Phone: «Phone» 773-286-7112 Fax: «Fax» 773-286-9139

Contact's Email: «Email» ericmah@gimelectric.com Web Address: www.gimelectric.com

SCOPE OF WORK: Electrical Work

| Certifications: | Agencies | Status | Expiration Date |
|-----------------|--|--|-----------------|
| | <input type="checkbox"/> City of Chicago | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DBE | 10/7/12 |
| | | <input type="checkbox"/> MBE | |
| | | <input type="checkbox"/> MBE <input type="checkbox"/> FBE | |
| | | <input type="checkbox"/> DBE | |
| | | <input type="checkbox"/> WBE | |



CITY OF CHICAGO
OFFICE OF COMPLIANCE

October 11, 2011

Eric W. Mah
Gim Electric Co., Inc.
4150 N. Milwaukee Avenue
Chicago, IL 60641

RECEIVED

OCT 26 2011

Gim Electric Co., Inc.

Certificate Expires: October 7, 2016

Dear Eric W. Mah:

We are pleased to inform you that Gim Electric Co., Inc. has been re-certified as a Minority Business Enterprise (MBE) by the City of Chicago. This MBE certification is valid until **October 7, 2016**; however your firm must be re-validated annually. Your firm's No Change Affidavit is due by **August 7, 2012**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note -- you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to:

- file your No Change Affidavit within the required time period;
- provide financial or other records requested pursuant to an audit within the required time period; or
- notify the City of any changes affecting your firm's certification within 10 days of such change.



CITY OF CHICAGO
OFFICE OF COMPLIANCE

Gim Electric Co., Inc.

Page 2

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

NAICS – 238210 – ELECTRICAL CONTRACTORS

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority Business Enterprise (MBE) Program.

Sincerely,

Michael Chambers
Senior Compliance Officer
CITY OF CHICAGO
City Hall

TA

Schedule C-1

Letter of Intent from MBE/WBE to Perform
as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: Mgmt. and Operations of Parking Facility at O'Hare International Airport
Specification Number: 97199

From: Globetrotters International, Inc.

MBE: Yes ☒
WBE: Yes ☐

No: ☐
No: ☒

To: **Standard Parking Company**
(Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above project as a:

☐ Sole Proprietor ☒ Corporation
☐ Partnership ☐ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of Dec. 14, 2011 to Dec. 1, 2012 for a period of one year.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above name project/contract:

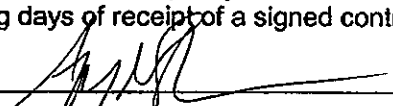
Engineering and Maintenance Management

The above described performance is offered for the following price and described terms of payment:

DUR- 0.8%

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (30) working days of receipt of a signed contract from City of Chicago.

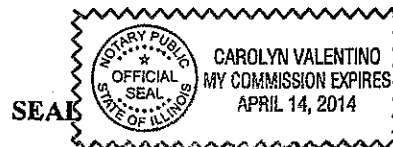

(Signature of Owner or Authorized Agent)
Ajay N. Shah

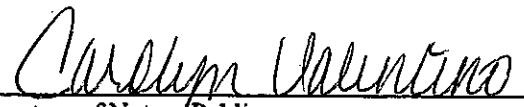
Name/Title (Print)
Vice President

Date
(312) 697-3550

Phone

IN WITNESS OF, I hereunto set my hand and official seal.




Signature of Notary Public

My Commission Expires:

April 14, 2014

Name of Project/Contract: Mgmt. and Operations of Parking Facility at O'Hare International Airport
Specification Number: 97199

Schedule C-1 Scope of Work

Scope of Work from MBE/WBE to Perform
as Subcontractor or Supplier

Instructions: Fully describe your proposed scope of work, including a description of the commercially useful function being performed on the above contract.

CONTACT INFORMATION

Date: June 19, 2012

Firm Name: Globetrotters International, Inc.

President's Name: Niranjan S. Shah

Contact's Name: Ajay N. Shah

Contact's Title: Vice President

Address: 300 South Wacker Drive, Suite 200

City: Chicago

State: IL

ZIP: 60606

Phone: (312) 922-6400 x550

Fax: (312) 922-0267

Contact's Email: ajay.shah@gec-group.com

Web Address: www.gec-group.com/site/management.htm

SCOPE OF WORK

SCOPE OF WORK: Globetrotters provides professional engineering services for the procurement and management of services for O'Hare Airport's Elevated

Parking Structure and parking lots.

| Certifications: | Agencies | Status | Expiration Date |
|-----------------|---|---|-----------------|
| | <input checked="" type="checkbox"/> City of Chicago | <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DBE | Dec. 1, 2012 |
| | | <input type="checkbox"/> MBE | |
| | | <input type="checkbox"/> MBE <input type="checkbox"/> FBE | |
| | | <input type="checkbox"/> DBE | |
| | | <input type="checkbox"/> WBE | |



CITY OF CHICAGO
OFFICE OF COMPLIANCE

December 14, 2011

Niranjan Shah
Globetrotters International, Inc.
300 South Wacker Drive - Suite 200
Chicago, IL 60606-6716

Annual Certificate Expires: December 1, 2012

Dear Niranjan Shah:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **December 1, 2012**.

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by **10/1/2012**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to:

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

Your firm is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**PROGRAM AND PROJECT DEVELOPMENT MANAGEMENT SERVICES;
PROPERTY MANAGEMENT SERVICES; MANAGEMENT CONSULTING;
INFORMATION TECHNOLOGY SERVICES; CUSTODIAL SERVICES**

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority Business Enterprise (MBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Chambers", written over a horizontal line.

Michael Chambers
Senior Compliance Officer

Schedule C-1

Letter of Intent from MBE/WBE to Perform
as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: Mgmt. and Operations of Parking Facility at O'Hare International Airport
Specification Number: 97199

From: Market Contracting Services, Inc.

MBE: Yes ☐ No: ☐
WBE: Yes ☐ No: ☐

To: **Standard Parking Company**
(Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above project as a:

☐ Sole Proprietor ☒ Corporation
☐ Partnership ☐ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of 03-06-12 to 02-01-2013 for a period of one year.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above name project/contract:

Carpentry, flooring, painting.

The above described performance is offered for the following price and described terms of payment:

DUR-0.1%

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (30) working days of receipt of a signed contract from Standard Parking

S. A. B.
(Signature of Owner or Authorized Agent)
Sosa Antonio Oliva / President

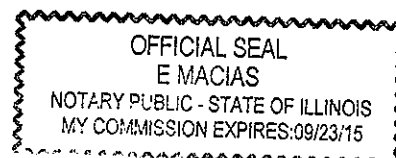
Name/Title (Print)
06-18-12

Date
773-321-7248

Phone

IN WITNESS OF, I hereunto set my hand and official seal.

SEAL



E Macias
Signature of Notary Public

My Commission Expires: 9-23-15

Name of Project/Contract: Mgmt. and Operations of Parking
Facility at O'Hare International Airport
Specification Number: 97199

Schedule C-1 Scope of Work

Scope of Work from MBE/WBE to Perform
as Subcontractor or Supplier

Instructions: Fully describe your proposed scope of work, including a description of
the commercially useful function being performed on the above contract.

Date: «C1_for_date» 06-18-12

Firm Name: «Company_Name» Mariset Contracting Services

President's Name: «Owner_First» «Owner_Last» José Antonio Oliva

Contact's Name: «Owner_First» «Owner_Last» José A. Oliva Contact's Title: President

Address: «Address» 4201 W. 36th St. Suite 250

City: «City» Chicago State: «State» IL ZIP: «Zip» 60632

Phone: «Phone» 773-321-7248 Fax: «Fax» 773-321-7231

Contact's Email: «Email» antonio @ Web Address: marketcontracting.com

SCOPE OF WORK: Carpentry, Flooring, Painting.

Certifications: Agencies

☒ City of Chicago

Status

☒ MBE ☐ WBE ☐ DBE

☐ MBE

☐ MBE ☐ FBE

☐ DBE

☐ WBE

Expiration Date

02-01-13



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

MAR 08 2012

Jose Antonio Oliva
Market Contracting Services, Inc.
4201 West 36th Street, Suite 250
Chicago, IL 60632-3826

Annual Certificate Expires: February 1, 2013

Dear Jose Antonio Oliva:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **February 1, 2013**.

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by **12/1/2012**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to:

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to

Market Contracting Services, Inc.

Page 2

exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

Your firm is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**GENERAL CONTRACTOR, CARPENTRY SERVICES; DRYWALL SERVICES;
WALL AND CEILING REPAIR AND REPLACEMENT (INCLUDING
DRYWALL); ACOUSTICAL CEILINGS AND WALLS; CLEANING;
INSTALLATION RESTORATION, MAINTENANCE AND REPAIR (INCLUDING
PANEL WALL SYSTEMS); PAINTING CONTRACTOR**

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority Business Enterprise (MBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jamie L. Rhee', with a long horizontal line extending to the right.

Jamie L. Rhee
Chief Procurement Officer

Schedule C-1

Letter of Intent from MBE/WBE to Perform
as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: Mgmt. and Operations of Parking Facility at O'Hare International Airport
Specification Number: 97199

From: Odell Hicks & Company, L.L.C.

MBE: Yes X No:
WBE: Yes No:

To: **Standard Parking Company**
(Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above project as a:

 Sole Proprietor Corporation X LLC
 Partnership Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of May 30, 2012 to June 1, 2012 for a period of one year.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above name project/contract:

Independent Accounting Services.

The above described performance is offered for the following price and described terms of payment:

DUR- 0.0%

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (30) working days of receipt of a signed contract from Standard Parking.

Odell Hicks, Jr.
(Signature of Owner or Authorized Agent)

Odell Hicks, Jr., Managing Member

Name/Title (Print)

June 15, 2012

Date

(312) 861-0113

Phone

IN WITNESS OF, I hereunto set my hand and official seal.

SEAL

Rosario Arriaga
Signature of Notary Public

My Commission Expires: 12/2/13



Name of Project/Contract: Mgmt. and Operations of Parking
Facility at O'Hare International Airport
Specification Number: 97199

Schedule C-1 Scope of Work

Scope of Work from MBE/WBE to Perform
as Subcontractor or Supplier

Instructions: Fully describe your proposed scope of work, including a description of
the commercially useful function being performed on the above contract.

Date: «C1_for_date» 6-15-12

Firm Name: «Company_Name» Odell Hicks & Company LLC

President's Name: «Owner_First» «Owner_Last» Odell Hicks, Jr.

Contact's Name: «Owner_First» «Owner_Last» Odell Hicks, Jr. Contact's Title: Managing Member

Address: «Address» 180 N Stetson Ave.

City: «City» Chicago State: «State» IL ZIP: «Zip» 60601

Phone: «Phone» (312) 861-0113 Fax: «Fax» (312) 861-1301

Contact's Email: «Email» ohicks@odellhicks.com Web Address: www.odellhicks.com

SCOPE OF WORK: ACCOUNTING SERVICES.

Certifications: Agencies

☐ City of Chicago

Status

☐ MBE ☐ WBE ☐ DBE

☐ MBE

☐ MBE ☐ FBE

☐ DBE

☐ WBE

Expiration Date

June 1, 2013



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

MAY 30 2012

Odell Hicks Jr.
Odell Hicks & Company, L.L.C.
180 N Stetson # 2401
Chicago, IL 60601

Annual Certificate Expires: June 1, 2013

Dear Mr. Hicks:

We are pleased to inform you that Odell Hicks & Company, L.L.C. has been re-certified as a Minority Business Enterprise (MBE) by the City of Chicago. This MBE certification is valid until June 1, 2017; however your firms' certification must be re-validated annually.

As a condition of continued certification during this five year period, you must file an annual No-Change Affidavit. Your firm's **No Change Affidavit is due by June 1, 2013**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your **No-Change Affidavit by April 1, 2013**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within **10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a Minority Business Enterprise (MBE) if you fail to:

- ♦ file your No Change Affidavit within the required time period;
- ♦ provide financial or other records requested pursuant to an audit within the required time period; or
- ♦ notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS 541211 – Offices of Certified Public Accountants
NAICS 541219 – Other Accounting Services

Your firm's participation on City contracts will be credited only toward Minority owned Business Enterprise (MBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,

A handwritten signature in black ink, appearing to read "Jamie L. Rhee", followed by a long horizontal flourish line extending to the right.

Jamie L. Rhee
Chief Procurement Officer

Schedule C-1

Letter of Intent from MBE/WBE to Perform
as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: Mgmt. and Operations of Parking Facility at O'Hare International Airport
Specification Number: 97199

From: Sanchez Paving Company

MBE: Yes ☒ No: ☐
WBE: Yes ☐ No: ☒

To: **Standard Parking Company**
(Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above project as a:

☐ Sole Proprietor ☒ Corporation
☐ Partnership ☐ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of Aug 24, 2010 to Sept 1, 2012 for a period of one year.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above name project/contract:

Concrete, Asphalt.

The above described performance is offered for the following price and described terms of payment:

DUR-0.3%

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (30) working days of receipt of a signed contract from _____.

O. Sanchez

(Signature of Owner or Authorized Agent)

Otoniel Sanchez

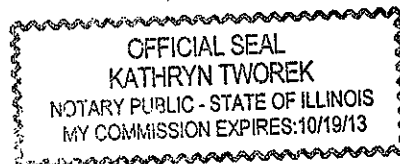
Name/Title (Print)

6/15/12

Date

(708) 333-1300

Phone



IN WITNESS OF, I hereunto set my hand and official seal.

SEAL

Kathryn Tworek
Signature of Notary Public

My Commission Expires:

10-19-13

Name of Project/Contract: Mgmt. and Operations of Parking Facility at O'Hare International Airport
Specification Number: 97199

Schedule C-1 Scope of Work

Scope of Work from MBE/WBE to Perform
as Subcontractor or Supplier

Instructions: Fully describe your proposed scope of work, including a description of the commercially useful function being performed on the above contract.

Date: «C1_for_date» _____

Firm Name: «Company_Name» Sanchez Paving

President's Name: «Owner_First» «Owner_Last» Otoniel Sanchez

Contact's Name: «Owner_First» «Owner_Last» Tim Waters Contact's Title: Estimator

Address: «Address» 16309 Crawford Ave.

City: «City» Markham State: «State» IL ZIP: «Zip» 60426

Phone: «Phone» (708)333-1300 Fax: «Fax» (708)333-4800

Contact's Email: «Email» tim@sanchezpaving.net Web Address: _____

SCOPE OF WORK: _____

LOT MAINTENANCE (CONCRETE, ASHPHALT)

| Certifications: | Agencies | Status | Expiration Date |
|-----------------|--|--|-----------------|
| | <input type="checkbox"/> City of Chicago | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DBE | _____ |
| | | <input type="checkbox"/> MBE | _____ |
| | | <input type="checkbox"/> MBE <input type="checkbox"/> FBE | _____ |
| | | <input type="checkbox"/> DBE | _____ |
| | | <input type="checkbox"/> WBE | _____ |



CITY OF CHICAGO
OFFICE OF COMPLIANCE

August 24, 2010

Otoniel Sanchez
Sanchez Paving Company
16309 S. Crawford
Markham, IL 60426-5309

Annual No Change Affidavit Due:

September 1, 2011

Dear Otoniel Sanchez:

Congratulations on your continued eligibility for certification as a Minority Business Enterprise (MBE) by the City of Chicago. This certification is valid until September 1, 2012.

As you know, your firm must also be re-validated annually. We extended the deadline for submitting the No-Change Affidavit to September 1st so that we might review the program for ways to streamline the process. As a result, while you will still be required to submit an annual No-Change Affidavit, we will no longer require firms to submit financial records with the Affidavit, and we will allow the Affidavit to be submitted on-line. This should improve the process for businesses and make it easier to comply with annual validation requirements. However, as part of our program improvements, we will also increase auditing activities, and you may at any time be required to submit financial records and other documents needed to support your continued eligibility.

This new process will begin in 2011. As such, your firm's next No Change Affidavit is due by September 1, 2011. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by July 3, 2011.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note -- you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE if you fail to

- file your No Change Affidavit within the required time period;
- provide financial or other records requested pursuant to an audit within the required time period; or
- notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely

not to exceed six months, or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

Sanchez Paving Company is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

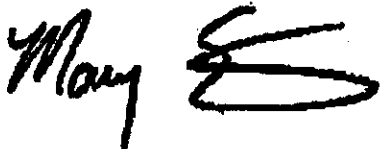
EXCAVATING; PAVING AND ASPHALT SEALING; SNOW REMOVAL; EQUIPMENT RENTAL; TRUCKING; TRUCK RENTAL

| | |
|------------|--|
| NIGP 21055 | Paving and Stepping Blocks |
| NIGP 44562 | Scrapers, Chipping and Sealing |
| NIGP 74507 | Asphalt, Cutback (With Latex/Polymer) |
| NIGP 74514 | Asphalt Concrete, Cold Laid |
| NIGP 74521 | Asphalt Concrete, Hot Laid Including Bituminous Materials |
| NIGP 74556 | Joint Sealants; Asphalt, Glass Filament, Impervious Membranes, Plastic |
| NIGP 74577 | Rock Asphalt |
| NIGP 74580 | Rubber Asphalt Crack Sealing Compound |
| NIGP 91244 | Excavation Services |
| NIGP 91394 | Paving/Resurfacing, Alley and Parking Lot |
| NIGP 91395 | Paving/Resurfacing, Highway and Road |
| NIGP 96872 | Snow and Ice Removal Services |

Your firm's participation on City contracts will be credited only toward MBE goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward MBE goals will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,



Mary Elliott
Acting Managing Deputy

Schedule C-1

Letter of Intent from MBE/WBE to Perform
as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: Mgmt. and Operations of Parking Facility at O'Hare International Airport
Specification Number: 97199

From: Skyway Elevator Repair Company, Inc.

MBE: Yes X
WBE: Yes

No:
No: X

To: **Standard Parking Company**
(Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above project as a:

 Sole Proprietor X Corporation
 Partnership Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of Sept 2011 to Sept 2012 for a period of one year.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above name project/contract:

Elevator maint. and repair.

The above described performance is offered for the following price and described terms of payment:

DUR- 1.8%

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (30) working days of receipt of a signed contract from _____.

Michelle Hibbler

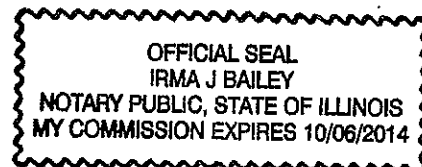
(Signature of Owner or Authorized Agent)

Michelle Hibbler Pres

Name/Title (Print)
6/15/2012

Date
312-326-4410

Phone



IN WITNESS OF, I hereunto set my hand and official seal.

SEAL

Irma J. Bailey
Signature of Notary Public

My Commission Expires: _____

Name of Project/Contract: Mgmt. and Operations of Parking Facility at O'Hare International Airport
Specification Number: 97199

Schedule C-1 Scope of Work

Scope of Work from MBE/WBE to Perform
as Subcontractor or Supplier

Instructions: Fully describe your proposed scope of work, including a description of the commercially useful function being performed on the above contract.

CONTACT INFORMATION

Date: «C1_for_date» _____

Firm Name: «Company_Name» Skyway Elevator Repair Co., Inc.

President's Name: «Owner_First» «Owner_Last» Michelle Hibbler

Contact's Name: «Owner_First» «Owner_Last» Michelle Hibbler Contact's Title: president

Address: «Address» 1900 S. Michigan Ave.

City: «City» Chicago State: «State» IL ZIP: «Zip» 60616

Phone: «Phone» 312-326-4410 Fax: «Fax» 312-326-8190

Contact's Email: «Email» michelle@skywayelevatorrepair.com Web Address: www.skywayelevatorrepair.com

SCOPE OF WORK

SCOPE OF WORK: Elevator Repair and Maintenance

Certifications: Agencies

☒ City of Chicago

Status

☒ MBE ☐ WBE ☐ DBE

☐ MBE

☐ MBE ☐ FBE

☐ DBE

☐ WBE

Expiration Date

sept 1, 2012



CITY OF CHICAGO
OFFICE OF COMPLIANCE

September 14, 2011

Michelle Hibbler
Skyway Elevator Repair Company, Inc.
1900 South Michigan Avenue Suite M-001
Chicago, IL 60616-1634

Annual Certificate Expires: September 1, 2012

Dear Michelle Hibbler:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **September 1, 2013**.

As you know, your firm must also be re-validated annually. As such, your firm's next No Change Affidavit is due by **September 1, 2012**. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to:

- file your No Change Affidavit within the required time period;
- provide financial or other records requested pursuant to an audit within the required time period; or
- notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

Your firm is listed in the City's Directory of Minority Business Enterprises and Women

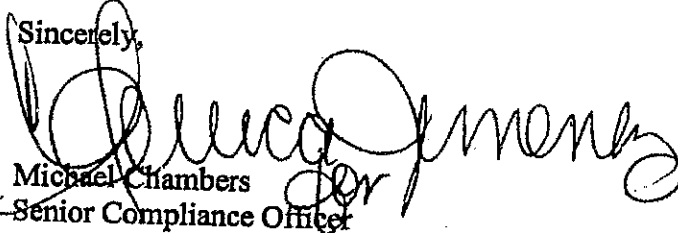
Business Enterprises in the specialty area(s) of:

NIGP-91013: ELEVATOR INSTALLATION, MAINTENANCE AND REPAIR

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority Business Enterprise (MBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,



Michael Chambers
Senior Compliance Officer

Letter of intent from MBE/WBE to perform
as Subcontractor, Supplier and/or Consultant

MBE: Yes X No _____
WBE Yes _____ No _____

 Sole Proprietor X Corporation
 Partnership Joint Venture

DUR – 0.1%

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (30) working days of receipt of a signed contract from _____.

(630) 766-8635
Phone

SEAL

My Commission Expires: 9-10-12

**OFFICIAL SEAL
WANDA I MORALES
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/10/12**

Name of Project/Contract: Mgmt. and Operations of Parking Facility at O'Hare International Airport
Specification Number: 97199

Schedule C-1 Scope of Work

Scope of Work from MBE/WBE to Perform
as Subcontractor or Supplier

Instructions: Fully describe your proposed scope of work, including a description of the commercially useful function being performed on the above contract.

CONTACT INFORMATION

Date: «C1_for_date» June 21, 2012

Firm Name: «Company_Name» Total Facility Maintenance, Inc.

President's Name: «Owner_First» «Owner_Last» Jimmie L. Daniels

Contact's Name: «Owner_First» «Owner_Last» Jimmie Daniels Contact's Title: Owner

Address: «Address» 615 Wheat Lane Suite C

City: «City» Wood Dale State: «State» IL ZIP: «Zip» 60191

Phone: «Phone» 630-766-8635 Fax: «Fax» 630-766-0281

Contact's Email: «Email» kammons@totalfacilitymaintenance.com Web Address: _____

SCOPE OF WORK

SCOPE OF WORK: To provide power washing the floors of the
elevated parking structure at the O'Hare Parking
Facility

| | | | |
|-----------------|--|--|------------------------|
| Certifications: | <u>Agencies</u> | <u>Status</u> | <u>Expiration Date</u> |
| | <input type="checkbox"/> City of Chicago | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DBE | <u>9/01/13</u> |
| | | <input type="checkbox"/> MBE | _____ |
| | | <input type="checkbox"/> MBE <input type="checkbox"/> FBE | _____ |
| | | <input type="checkbox"/> DBE | _____ |
| | | <input type="checkbox"/> WBE | _____ |



CITY OF CHICAGO
OFFICE OF COMPLIANCE

August 18, 2011

Jimmie Daniels
Total Facility Maintenance, Inc.
P.O. Box 726
Wood Dale, IL 60191

Annual Certificate Expires: September 1, 2013

Dear Jimmie Daniels:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **September 1, 2013**.

As you know, your firm must also be re-validated annually. As such, your firm's next No Change Affidavit is due by **September 1, 2012**. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to:

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

Your firm is listed in the City's Directory of Minority Business Enterprises and Women

Business Enterprises in the specialty area(s) of:

JANITORIAL SERVICES

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority Business Enterprise (MBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,



Michael Chambers
Senior Compliance Officer

Schedule C-1

Letter of Intent from MBE/WBE to Perform
as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: Mgmt. and Operations of Parking Facility at O'Hare International Airport
Specification Number: 97199

From: Vargas Group, Inc.

MBE: Yes X No:
WBE: Yes No: X

To: **Standard Parking Company**
(Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above project as a:

 Sole Proprietor X Corporation
 Partnership Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of 6/1/12 to 6/1/14 for a period of one year.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above name project/contract:

Ground Transportation Management Staffing, Professional Support Services

The above described performance is offered for the following price and described terms of payment:

DUR- 15.0%

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (30) working days of receipt of a signed contract from Vargas Group, Inc.

(Signature of Owner or Authorized Agent)

Jamie Cruz/President

Name/Title (Print)

6/18/12

Date

312/663-0300

Phone

IN WITNESS OF, I hereunto set my hand and official seal.

SEAL



Signature of Notary Public

My Commission Expires:

June 22, 2013
6/22/2013

Name of Project/Contract: Mgmt. and Operations of Parking
Facility at O'Hare International Airport
Specification Number: 97199

Schedule C-1 Scope of Work

Scope of Work from MBE/WBE to Perform
as Subcontractor or Supplier

Instructions: Fully describe your proposed scope of work, including a description of the commercially useful function being performed on the above contract.

CONTACT INFORMATION

Date: «C1_for_date» 6/18/12

Firm Name: «Company_Name» Vargas Group, Inc.

President's Name: «Owner_First» «Owner_Last» Jamie Cruz

Contact's Name: «Owner_First» «Owner_Last» Jamie Cruz Contact's Title: President

Address: «Address» 53 W. Jackson Blvd, Suite 661

City: «City» Chicago State: «State» IL ZIP: «Zip» 60604

Phone: «Phone» 312/663-0300 Fax: «Fax» 312/663-0302

Contact's Email: «Email» Jamiecruz@vargasgroupinc.COM Web Address: vargasgroupinc.com

SCOPE OF WORK

SCOPE OF WORK: Group Transportation Management Staffing, Professional
Support Services

| Certifications: | Agencies | Status | Expiration Date |
|-----------------|--|--|-----------------|
| | <input type="checkbox"/> City of Chicago | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DBE | <u>6/1/14</u> |
| | | <input type="checkbox"/> MBE | |
| | | <input type="checkbox"/> MBE <input type="checkbox"/> FBE | |
| | | <input type="checkbox"/> DBE | |
| | | <input type="checkbox"/> WBE | |



CITY OF CHICAGO
OFFICE OF COMPLIANCE

December 30, 2011

Jaime Cruz
Vargas Group, Inc.
203 North Wabash Avenue, Suite 2212
Chicago, IL 60601-2419

Annual Certificate Expires: June 1, 2014

Dear Jaime Cruz:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **June 1, 2014**.

As you know, your firm must also be re-validated annually. As such, your firm's next No Change Affidavit is due by **June 1, 2012**. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note -- you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to:

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

Your firm is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Government Contract Administration Business Management; Janitorial and Professional Support Services; Payroll Services

**NAICS-561110: BUSINESS MANAGEMENT SERVICES
NAICS-56172: JANITORIAL SERVICES**



CHICAGO TRANSIT AUTHORITY

567 West Lake Street
Chicago, Illinois 60661-1498
TEL 312 664-7200
www.transitchicago.com

May 3, 2012

Jaime Cruz
Vargas Group, Inc.
203 North Wabash Avenue, Suite 2212
Chicago, IL 60601-2419

Dear Jaime Cruz:

The Chicago Transit Authority has reviewed your annual No Change Affidavit and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Part 26. Your next No Change Affidavit, or Continued Eligibility Affidavit, is due **November 13, 2012**. Notification will be sent to you sixty (60) days prior to this date.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra and Pace.

If there is any change in circumstances during the course of your five-year certification period that affect your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for denial of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

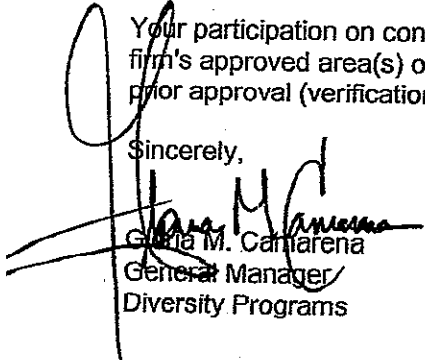
The Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed on the Internet at (agency web site address). Your firm's name will appear in the IL UCP DBE Directory under the following category name(s):

NAICS-541618: OTHER MANAGEMENT CONSULTING SERVICES
NAICS-561311: EMPLOYMENT PLACEMENT AGENCIES
NAICS-561320: TEMPORARY STAFFING SERVICES

CONTRACT MANAGEMENT; ADMINISTRATIVE; JANITORIAL AND PROFESSIONAL SUPPORT SERVICES

Your participation on contracts will only be credited toward DBE contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

Sincerely,


Gloria M. Caniarena
General Manager
Diversity Programs



CHICAGO MINORITY SUPPLIER DEVELOPMENT COUNCIL

THIS CERTIFIES THAT

VARGAS GROUP, INC.

Has met the requirements for certification as a bona fide Minority Business Enterprise as defined by the National Minority Supplier Development Council, Inc. (NMSDC) and as adopted by the Chicago Minority Supplier Development Council.

****NAICS Codes:** 541611, 541612, 641613, 561320, 561499, 621399

****Description of their product/services as defined by the North American Industry Classification System (NAICS)**

Product/Service Description: PROVIDE FEDERAL CONTRACT ADMINISTRATION; ADMINISTRATIVE, JANITORIAL, AND MEDICAL SERVICES TO FEDERAL GOVERNMENT; MANUFACTURE SPECIAL TOOLS, DIES, GAGES AND FIXTURES; BUILD SPECIAL MACHINERY

1/31/2012

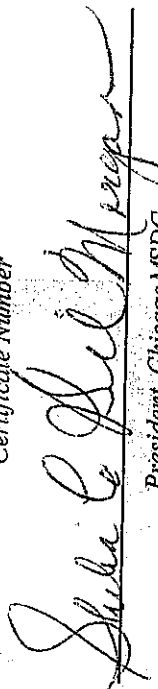
Issued Date

1/31/2013

Expiration Date

CH1867

Certificate Number


President, ChicagoMSDC

By using your assigned (through NMSDC only) password, NMSDC Corporate Members may view the original certificate by logging in at: <http://www.nmsdc.org>



An affiliate of the National Minority Supplier Development Council, Inc. (NMSDC)

Schedule C-1

Letter of Intent from MBE/WBE to Perform
as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: Mgmt. and Operations of Parking Facility at O'Hare International Airport
Specification Number: 97199

From: World's Printing & Specialties Co., Ltd.

MBE: Yes ☒

No: ☐

WBE: Yes ☐

No: ☒

To: **Standard Parking Company**
(Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above project as a:

☐ Sole Proprietor
☐ Partnership

☒ Corporation
☐ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of 4-13-12 to 9-30-14 for a period of one year.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above name project/contract:

World's Printing will provide printed items for Standard Parking at O'Hare Airport on an as needed basis.

The above described performance is offered for the following price and described terms of payment:

DUR- 0.2%

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

Net 30 days

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (30) working days of receipt of a signed contract from _____.

(Signature of Owner or Authorized Agent)

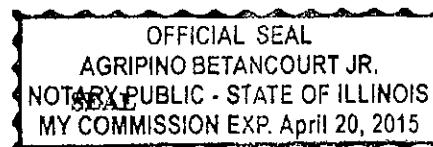
Charles Walden/Vice President

Name/Title (Print)

Date

Phone

IN WITNESS OF, I hereunto set my hand and official seal.



Signature of Notary Public

My Commission Expires:

4-20-2015

**Name of Project/Contract: Mgmt. and Operations of Parking
Facility at O'Hare International Airport
Specification Number: 97199**

Schedule C-1 Scope of Work

Scope of Work from MBE/WBE to Perform
as Subcontractor or Supplier

Instructions: Fully describe your proposed scope of work, including a description of the commercially useful function being performed on the above contract.

CONTACT INFORMATION

Date: «C1_for_date» _____

Firm Name: «Company_Name» World's Printing & Specialties Co. Ltd.

President's Name: «Owner_First» «Owner_Last» Willie Walden

Contact's Name: «Owner_First» «Owner_Last» Charles Walden Contact's Title: Vice President

Address: «Address» 233 N. Michigan, Concourse Level

City: «City» Chicago State: «State» IL ZIP: «Zip» 60601

Phone: «Phone» 312-565-1401 Fax: «Fax» 312-565-1457

Contact's Email: «Email» worldsprin@aol.com Web Address: _____

SCOPE OF WORK

SCOPE OF WORK World's Printing will provide various
printed items for Standard Parking at
O'Hare Airport on an as needed basis.

| Certifications: | Agencies | Status | Expiration Date |
|-----------------|---------------------------------------|---|-----------------|
| | <input type="radio"/> City of Chicago | <input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> DBE | _____ |
| | | <input type="radio"/> MBE | _____ |
| | | <input type="radio"/> MBE <input type="radio"/> FBE | _____ |
| | | <input type="radio"/> DBE | _____ |
| | | <input type="radio"/> WBE | _____ |



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

APR 13 2012

Willie Walden
World's Printing & Specialties Co., LTD
233 North Michigan Avenue (concourse Level)
Chicago, IL 60601-5519

Annual Certificate Expires: September 30, 2012

Dear Willie Walden:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **September 30, 2014**.

As you know, your firm must also be re-validated annually. As such, your firm's next No Change Affidavit is due by **September 30, 2012**. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to:

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o notify the City of any changes affecting your firm's certification within 10 days of such change.

*Rec. Jue.
4/24/12*

APR 13 2012

World's Printing & Specialties Co., LTD

Page 2

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

Your firm is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

SOUVENIRS: PROMOTIONAL, ADVERTISING, ETC.

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority Business Enterprise (MBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

FH

Schedule C-1

Letter of Intent from MBE/WBE to Perform
as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: Mgmt. and Operations of Parking Facility at O'Hare International Airport
Specification Number: 97199

From: A & R Janitorial Service, Inc.

MBE: Yes X No:
WBE: Yes X No:

To: **Standard Parking Company**
(Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above project as a:

 Sole Proprietor X Corporation
 Partnership Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of Dec 2011 to JAN 2013 for a period of one year.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above name project/contract:

Janitorial services -

The above described performance is offered for the following price and described terms of payment:

DUR- 5.2%

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (30) working days of receipt of a signed contract from _____.

Helen Velasquez
(Signature of Owner or Authorized Agent)

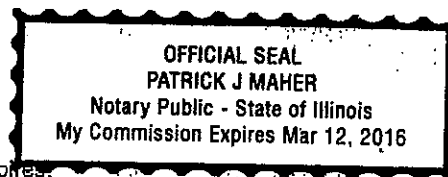
HELEN VELASQUEZ COO
Name/Title (Print)

6-19-12
Date

708 656-8300
Phone

IN WITNESS OF, I hereunto set my hand and official seal.

SEAL



[Signature]
Signature of Notary Public

My Commission Expires 3-12-16

**Name of Project/Contract: Mgmt. and Operations of Parking
Facility at O'Hare International Airport
Specification Number: 97199**

Schedule C-1 Scope of Work

Scope of Work from MBE/WBE to Perform
as Subcontractor or Supplier

Instructions: Fully describe your proposed scope of work, including a description of the commercially useful function being performed on the above contract.

CONTACT INFORMATION

Date: «C1_for_date» 6-19-12
 Firm Name: «Company_Name» A+R JANITORIAL Service Inc.
 President's Name: «Owner_First» «Owner_Last» Deborah PINTOR
 Contact's Name: «Owner_First» «Owner_Last» Deborah PINTOR Contact's Title: Pres
 Address: «Address» 5234 W 25th St
 City: «City» Cicero State: «State» IL ZIP: «Zip» 60804
 Phone: «Phone» 708 656-8300 Fax: «Fax» 708 656-8555
 Contact's Email: «Email» N/A Web Address: N/A

SCOPE OF WORK

SCOPE OF WORK: JANITORIAL

| Certifications: | Agencies | Status | Expiration Date |
|-----------------|---|--|-----------------|
| | <input checked="" type="checkbox"/> City of Chicago | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DBE | <u>JAN 2013</u> |
| | | <input checked="" type="checkbox"/> MBE | |
| | | <input type="checkbox"/> MBE <input type="checkbox"/> FBE | |
| | | <input type="checkbox"/> DBE | |
| | | <input checked="" type="checkbox"/> WBE | <u>JAN 2013</u> |



CITY OF CHICAGO
OFFICE OF COMPLIANCE

December 28, 2011

Deborah Pintor
A & R Janitorial Service, Inc.
5234 W. 25th St.
Cicero, IL 60804-0762

Annual Certificate Expires: January 1, 2013

Dear Deborah Pintor:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE) and Women Business Enterprise (WBE)** by the City of Chicago. This certification is valid until **January 1, 2013**.

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by **10/1/2012**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note -- you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to:

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

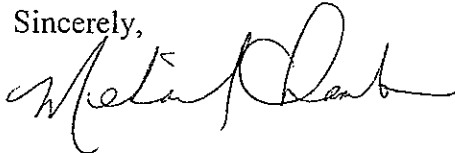
Your firm is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

BUILDING MAINTENANCE; JANITORIAL SERVICES

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Chambers", written in a cursive style.

Michael Chambers
Senior Compliance Officer

Schedule C-1

Letter of Intent from MBE/WBE to Perform
as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: Mgmt. and Operations of Parking Facility at O'Hare International Airport
Specification Number: 97199

From: Arem Container & Supply Co.

MBE: Yes No:
WBE: Yes No:

To: **Standard Parking Company**
(Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above project as a:

 Sole Proprietor X Corporation
 Partnership Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of July 2012 to Oct 1, 2012 for a period of one year.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above name project/contract:

Sanitorial Supplies.

The above described performance is offered for the following price and described terms of payment:

DUR- 0.4%

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (30) working days of receipt of a signed contract from _____.

Rosario Schwartz
(Signature of Owner or Authorized Agent)

Name/Title (Print)

Date

Phone

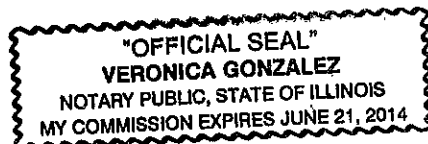
IN WITNESS OF, I hereunto set my hand and official seal.

SEAL

Veronica Gonzalez
Signature of Notary Public

My Commission Expires:

6/21/2014



Name of Project/Management & Operation of Parking Facility at Midway International Airport

Specification Number: 87233

Schedule C-1 Scope of Work

Scope of Work from MBE/WBE to Perform
as Subcontractor or Supplier

Instructions: Fully describe your proposed scope of work, including a description of the commercially useful function being performed on the above contract.

Date: «C1_for_date» _____

Firm Name: «Company_Name» AREM CONTAINER & Supply Co

President's Name: «Owner_First» «Owner_Last» ROSALIND Schwartz

Contact's Name: «Owner_First» «Owner_Last» AS ABOVE Contact's Title: PRESIDENT

Address: «Address» 6153 W. MULFORD RD

City: «City» NILES State: «State» IL ZIP: «Zip» 60714

Phone: «Phone» 1-847-673-6184 Fax: «Fax» 1-847-673-6185

Contact's Email: «Email» info@aremcontainer.com Web Address: _____

SCOPE OF WORK: Janitorial Supplier.

Certifications: Agencies Agencies Status Status Expiration Date Expiration Date
City of Chicago MBE WBE DBE



CITY OF CHICAGO
OFFICE OF COMPLIANCE

September 13, 2011

Rosalind Schwartz
Arem Container & Supply Co.
6153 West Mulford, Unit D
Niles, IL 60714-3420

Annual Certificate Expires: October 1, 2012

Dear Rosalind Schwartz:

Congratulations on your continued eligibility for certification as a **Women Business Enterprise (WBE)** by the City of Chicago. This certification is valid until **October 1, 2012**.

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by **8/1/2012**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to:

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

Your firm is listed in the City's Directory of Minority Business Enterprises and Women

Business Enterprises in the specialty area(s) of:

**CORRUGATED BOXES AND SHEETS (INCLUDING FILLERS)
JANITORIAL/CUSTODIAL SERVICES
WAREHOUSING AND STORAGE SERVICES (NOT STORAGE SPACE
RENTAL)
PAPER AND PAPER PRODUCTS**

Your firm's participation on City contracts will be credited only toward Women Business Enterprise (WBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Women Business Enterprise (WBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Chambers", written over a horizontal line.

Michael Chambers
Senior Compliance Officer

Schedule C-1

Letter of Intent from MBE/WBE to Perform
as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: Mgmt. and Operations of Parking Facility at O'Hare International Airport
Specification Number: 97199

From: Cost/copy Consultants, Inc.

MBE: Yes ☐

No: ☒

WBE: Yes ☒

No: ☐

To: **Standard Parking Company**
(Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above project as a:

☐ Sole Proprietor

☒ Corporation

☐ Partnership

☐ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of 6/10/09 to 2/1/2013 for a period of one year.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above name project/contract:

Office equip. sales & services.

The above described performance is offered for the following price and described terms of payment:

DUR- 0.0%

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (30) working days of receipt of a signed contract from _____.

Phyllis Spilman
(Signature of Owner or Authorized Agent)

Phyllis Spilman
Name/Title (Print)

6/21/12
Date

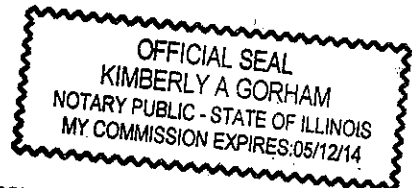
847 949 5678
Phone

IN WITNESS OF, I hereunto set my hand and official seal.

SEAL

Kimberly A Gorham
Signature of Notary Public

My Commission Expires: _____



Name of Project/Contract: Mgmt. and Operations of Parking
Facility at O'Hare International Airport
Specification Number: 97199

Schedule C-1 Scope of Work

Scope of Work from MBE/WBE to Perform
as Subcontractor or Supplier

Instructions: Fully describe your proposed scope of work, including a description of the commercially useful function being performed on the above contract.

Date: «C1_for_date» 6/18/12

Firm Name: «Company_Name» Cost Per Copy Consultants Inc

President's Name: «Owner_First» «Owner_Last» Phyllis Spilman

Contact's Name: «Owner_First» «Owner_Last» Same Contact's Title: Owner

Address: «Address» 942 Turret Ct

City: «City» Mundelein State: «State» IL ZIP: «Zip» 60060

Phone: «Phone» 847 949 5678 Fax: «Fax» 847 949 5681

Contact's Email: «Email» Phyllis@ Web Address: CostPerCopyConsultants.com
costpercopyconsultants.com

SCOPE OF WORK:

Office Equip. Sales, Service
and Supplies

Certifications: Agencies

• City of Chicago

Status

☐ MBE ☒ WBE ☐ DBE

☐ MBE

☐ MBE ☐ FBE

☐ DBE

☐ WBE

Expiration Date

2/1/13



CITY OF CHICAGO
OFFICE OF COMPLIANCE

August 24, 2010

Phyllis Spilman
Cost/copy Consultants, Inc.
942 Turret Court
Mundelein, IL 60060

Annual No Change Affidavit Due:

April 1, 2011

Dear Phyllis Spilman:

Congratulations on your continued eligibility for certification as a **Women Business Enterprise (WBE)** by the City of Chicago. This certification is valid until February 1, 2013.

As you know, your firm must also be re-validated annually. We extended the deadline for submitting the No-Change Affidavit to September 1st so that we might review the program for ways to streamline the process. As a result, while you will still be required to submit an annual No-Change Affidavit, we will no longer require firms to submit financial records with the Affidavit, and we will allow the Affidavit to be submitted on-line. This should improve the process for businesses and make it easier to comply with annual validation requirements. However, as part of our program improvements, we will also increase auditing activities, and you may at any time be required to submit financial records and other documents needed to support your continued eligibility.

This new process will begin in 2011. As such, your firm's next No Change Affidavit is due by **April 1, 2011**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by **January 2, 2011**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a WBE if you fail to

- ♦ file your No Change Affidavit within the required time period;
- ♦ provide financial or other records requested pursuant to an audit within the required time period; or
- ♦ notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely

exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

Your firm is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

OFFICE EQUIPMENT SALES AND SERVICES

Your firm's participation on City contracts will be credited only toward Women Business Enterprise (WBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Women Business Enterprise (WBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,


Jamie L. Rhee
Chief Procurement Officer

FH

Schedule C-1

Letter of Intent from MBE/WBE to Perform
as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: Mgmt. and Operations of Parking Facility at O'Hare International Airport
Specification Number: 97199

From: Crown Painting, Inc.

MBE: Yes

WBE: Yes

No: ☒

No: ☐

To: **Standard Parking Company**
(Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above project as a:

☐ Sole Proprietor
☐ Partnership

☒ Corporation
☐ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of Jan 10 2012 to Feb 1 2013 for a period of one year.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above name project/contract:
Power washing, Painting & Decorating, Striping, Sandblasting, Hydroblasting
Lead Abatement, Wall Covering

The above described performance is offered for the following price and described terms of payment:

DUR- 1.9%

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (30) working days of receipt of a signed contract from Standard Parking Company.

Eve Conner, President
(Signature of Owner or Authorized Agent)

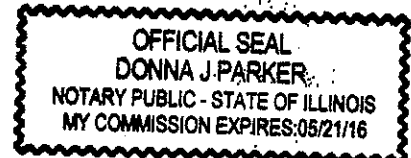
Eve Conner, President
Name/Title (Print)

6/12/12
Date

(708) 478-0505
Phone

IN WITNESS OF, I hereunto set my hand and official seal.

SEAL



Donna J. Parker
Signature of Notary Public

My Commission Expires: _____

Name of Project/Contract: Mgmt. and Operations of Parking
Facility at O'Hare International Airport
Specification Number: 97199

Schedule C-1 Scope of Work

Scope of Work from MBE/WBE to Perform
as Subcontractor or Supplier

Instructions: Fully describe your proposed scope of work, including a description of the commercially useful function being performed on the above contract.

CONTACT INFORMATION

Date: «C1_for_date» 6/18/12
Firm Name: «Company_Name» CROWN PAINTING, INC
President's Name: «Owner_First» «Owner_Last» Eve Conversa
Contact's Name: «Owner_First» «Owner_Last» Eve Conversa Contact's Title: President
Address: «Address» 10124 W. 187th Street
City: «City» Mokena State: «State» IL ZIP: «Zip» 60448
Phone: «Phone» (708) 478-0505 Fax: «Fax» (708) 478-0606
Contact's Email: «Email» eveconversa@ Web Address: www.crownpainting.net
crownpainting.net

SCOPE OF WORK

SCOPE OF WORK:

Power washing, Painting & Decorating, Striping,
Sandblasting, Hydroblasting, Lead Abatement
Wall Coating.

Certifications:

Agencies

☒ City of Chicago

Status

☐ MBE ☒ WBE ☐ DBE

☐ MBE

☐ MBE ☐ FBE

☐ DBE

☒ WBE

Expiration Date

Sept 1 2012

Feb 1 2013



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

January 10, 2012

Eve Conversa
Crown Painting, Inc.
11500 Abbey Road
Mokena, IL 60448

Annual Certificate Expires: February 1, 2013

Dear Eve Conversa:

Congratulations on your continued eligibility for certification as a **Women Business Enterprise (WBE)** by the City of Chicago. This certification is valid until **February 1, 2014**.

As you know, your firm must also be re-validated annually. As such, your firm's next No Change Affidavit is due by **February 1, 2013**. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to:

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment.



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

Crown Painting, Inc.

Page 2

And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

Your firm is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

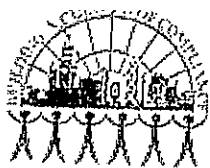
**ABRASIVE SAND BLASTING; ULTRA HIGH PRESSURE WATER
BLASTING; POWER WASHING; POWER TOOL CLEANING; LEAD
ABATEMENT REMOVAL; PAINTING OF STEEL BRIDGES, CONCRETE,
WOOD, DRYWALL; PAINTING AND WALL COVERING CONTRACTOR**

Your firm's participation on City contracts will be credited only toward Women Business Enterprise (WBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Women Business Enterprise (WBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,


Jamie L. Rhee
Chief Procurement Officer



CITY OF CHICAGO
OFFICE OF COMPLIANCE

Page 1 of 2

October 26, 2011

Annual Certificate Expires: September 1, 2012

Eve Conversa
Crown Painting, Inc.
11500 Abbey Road
Mokena, IL 60448

Dear Eve Conversa:

Congratulations on your continued eligibility for certification as a Disadvantaged Business Enterprise (DBE) by the City of Chicago. This Disadvantaged Business Enterprise (DBE) certification is valid until **September 1, 2013**; however your firm must be re-validated annually. Your firm's next annual validation is required by September 1, 2012.

As a condition of continued certification during this five-year period, you must continue to file a No-Change Affidavit within 60 days prior to the date of expiration. Please note that you must include a copy of your most current Federal Corporate Tax Return. Failure to file this Affidavit will result in the termination of your certification.

You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence actions to remove your firm's eligibility if you fail to notify us of any changes in ownership, management or control, or otherwise fail to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Crown Painting, Inc. will appear in the Illinois Certification Program (IL UCP) DBE Directory under the area(s) of specialty listed below. The Directory can be accessed via the internet at <http://www.dot.state.il.us/ucp/ucp.html>.

NAICS-238320: PAINTING & WALL COVERING CONTRACTORS
NAICS-238990: SPECIAL TRADE CONTRACTORS
NAICS-561790: OTHER SERVICES TO BUILDINGS AND DWELLINGS
NAICS-562910: REMEDIATION SERVICES, ENVIRONMENTAL
NIGP-63056: PAINT, HOUSE AND TRIM
NIGP-63061: PAINT, MASONRY
NIGP-63062: PAINT, RUST PREVENTATIVE
NIGP-91054: PAINTING, MAINTENANCE AND REPAIR SERVICES
NIGP-91461: PAINTING
NIGP-92967: PAINTING SERVICES, ROAD AND HEAVY INDUSTRIAL EQUIPMENT
NIGP-96221: CLEANING SERVICES, STEAM AND PRESSURE
NIGP-96867: SANDBLASTING SERVICES (SEE 910-83 FOR SANDBLASTING OF BUILDINGS)

Your firm's participation on City contracts will be credited only toward Disadvantaged Business Enterprise (DBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Disadvantaged Business Enterprise (DBE) goals will be given only for work done in the specialty category.



CITY OF CHICAGO
OFFICE OF COMPLIANCE

Page 2 of 2

October 26, 2011

Annual Certificate Expires: September 1, 2012

Eve Conversa
Crown Painting, Inc.
11500 Abbey Road
Mokena, IL 60448

Thank you for your continued interest in the City's Disadvantaged Business Enterprise (DBE) Program.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Chambers", written over a large, stylized circular flourish.

Michael Chambers
Senior Compliance Officer

Schedule C-1

Letter of Intent from MBE/WBE to Perform
as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: Mgmt. and Operations of Parking Facility at O'Hare International Airport
Specification Number: 97199

From: Embossed Sign Service

MBE: Yes ☐ No: ☐
WBE: Yes ☐ No: ☐

To: **Standard Parking Company**
(Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above project as a:

☐ Sole Proprietor ☐ Corporation
☐ Partnership ☐ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of _____ to _____ for a period of one year.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above name project/contract:

Graphic signage.

The above described performance is offered for the following price and described terms of payment:

DUR-0.1%

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (30) working days of receipt of a signed contract from _____

Jeanette L. Wehr

(Signature of Owner or Authorized Agent)

Jeanette L. Wehr - Sole Proprietor

Name/Title (Print)

6-16-12

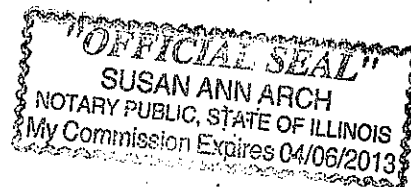
Date

(312) 263-6442

Phone

IN WITNESS OF, I hereunto set my hand and official seal.

SEAL



Susan Ann Arch
Signature of Notary Public

My Commission Expires:

4-6-2013

Name of Project/Contract: Mgmt. and Operations of Parking
Facility at O'Hare International Airport
Specification Number: 97199

Schedule C-1 Scope of Work

Scope of Work from MBE/WBE to Perform
as Subcontractor or Supplier

Instructions: Fully describe your proposed scope of work, including a description of the commercially useful function being performed on the above contract.

Date: «C1_for_date» _____

Firm Name: «Company_Name» Embossed Sign Service

President's Name: «Owner_First» «Owner_Last» Kanette Wehr

Contact's Name: «Owner_First» «Owner_Last» Same Contact's Title: Sole Proprietor-owner

Address: «Address» 9343 Oak Park Av.

City: «City» Morton Grove State: «State» IL ZIP: «Zip» 60053

Phone: «Phone» (312) 263-6442 Fax: «Fax» 847-967-1885

Contact's Email: «Email» burntoran7@aol.com Web Address: _____

SCOPE OF WORK:

Graphic Signage for
Parking Facilities

| Certifications: | Agencies | Status | Expiration Date |
|-----------------|---------------------------------------|---|-----------------|
| | <input type="radio"/> City of Chicago | <input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> DBE | _____ |
| | | <input type="radio"/> MBE | _____ |
| | | <input type="radio"/> MBE <input type="radio"/> FBE | _____ |
| | | <input type="radio"/> DBE | _____ |
| | | <input checked="" type="radio"/> WBE | <u>7-1-12</u> |



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

JUN 21 2012

Jeanette Wehr
Jeanette L. Wehr D/b/a Embossed Sign Service
9343 Oak Park Avenue
Morton Grove, IL 60053-1350

Dear Jeanette Wehr:

This letter is to inform you that the City of Chicago has extended your status as a Women Business Enterprise (WBE) until **September 1, 2012**. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

Please present this letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to call our office at 312-744-1929.

Sincerely,

Shannon Andrews
Deputy Procurement Officer

FH

Schedule C-1

Letter of Intent from MBE/WBE to Perform
as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: Mgmt. and Operations of Parking Facility at O'Hare International Airport
Specification Number: 97199

From: Evergreen Supply Co.

MBE: Yes

WBE: Yes ☒

No: ☒
No: ☐

To: **Standard Parking Company**
(Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above project as a:

☐ Sole Proprietor
☐ Partnership

☒ Corporation
☐ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of 09/19/2011 to 12/1/2012 for a period of one year.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above name project/contract:

Electrical Supplies.

The above described performance is offered for the following price and described terms of payment:

DUR- 0.3%

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (30) working days of receipt of a signed contract from _____.

(Signature of Owner or Authorized Agent)

COLLEEN PRAMIR / PRESIDENT

Name/Title (Print)

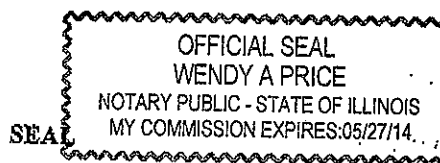
06/18/2012

Date

773 375 4750

Phone

IN WITNESS OF, I hereunto set my hand and official seal.



Signature of Notary Public

My Commission Expires: 5/27/14

Name of Project/Contract: Mgmt. and Operations of Parking
Facility at O'Hare International Airport
Specification Number: 97199

Schedule C-1 Scope of Work

Scope of Work from MBE/WBE to Perform
as Subcontractor or Supplier

Instructions: Fully describe your proposed scope of work, including a description of
the commercially useful function being performed on the above contract.

CONTACT INFORMATION

Date: «Cl_for_date» 06/18/2012

Firm Name: «Company_Name» Evergreen Supply

President's Name: «Owner_First» «Owner_Last» COLLIER KRAMER

Contact's Name: «Owner_First» «Owner_Last» SAME Contact's Title: PRESIDENT

Address: «Address» 9901 S. TORRANCE AVE

City: «City» CHICAGO State: «State» IL ZIP: «Zip» 60617

Phone: «Phone» 7733754750 Fax: «Fax» 7733754765

Contact's Email: «Email» colleen@evergreensupply.com Web Address: www.evergreensupply.com

SCOPE OF WORK:

FORWARD ELECTRICAL SUPPLY

Certifications: Agencies

☒ City of Chicago

Status

☐ MBE ☒ WBE ☐ DBE

☐ MBE

☐ MBE ☐ FBE

☒ DBE

☐ WBE

Expiration Date

10/01/2012

IDOT

12/31/2014



CITY OF CHICAGO
OFFICE OF COMPLIANCE

September 19, 2011

Patricia Gallagher
Evergreen Supply Co.
9901 S. Torrence Ave.
Chicago, IL 60617

Annual Certificate Expires: October 1, 2012

Dear Patricia Gallagher:

Congratulations on your continued eligibility for certification as a **Women Business Enterprise (WBE)** by the City of Chicago. This certification is valid until **October 1, 2012**.

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by **8/1/2012**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to:

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

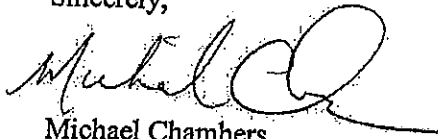
Your firm is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**NIGP-06036: ELECTRICAL ACCESSORIES: ALTERNATORS, AMMETERS,
COILS, DISTRIBUTORS, G
NIGP-91438: ELECTRICAL
NIGP-99837: ELECTRICAL SUPPLIES**

Your firm's participation on City contracts will be credited only toward Women Business Enterprise (WBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Women Business Enterprise (WBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

A handwritten signature in dark ink, appearing to read "Michael Chambers", with a stylized flourish at the end.

Michael Chambers
Senior Compliance Officer

Schedule C-1

Letter of Intent from MBE/WBE to Perform
as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: Mgmt. and Operations of Parking Facility at O'Hare International Airport
Specification Number: 97199

From: Nova Stationers, Inc. D/b/a Meadows Office Supply

To: **Standard Parking Company**

WBE: Yes ☒ No: ☐
MBE: Yes ☒ No: ☐

(Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above project as a:

☐ Sole Proprietor ☒ Corporation
☐ Partnership ☐ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of 7-19-11 to 8-1-13 for a period of one year.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above name project/contract:

Office supplies & equip.

The above described performance is offered for the following price and described terms of payment:

DUR- 0.2%

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (30) working days of receipt of a signed contract from _____.

(Signature of Owner or Authorized Agent)

HON WONG / VICE-PRESIDENT

Name/Title (Print)

Date

6-14-12

Phone

IN WITNESS OF, I hereunto set my hand and official seal.

SEAL

JUNE 14, 2012

Signature of Notary Public

My Commission Expires:

OFFICIAL SEAL
LEONARD A. JANKOWSKI
Notary Public - State of Illinois
My Commission Expires Feb 10, 2015

2-10-15

Name of Project/Contract: Mgmt. and Operations of Parking
Facility at O'Hare International Airport
Specification Number: 97199

Schedule C-1 Scope of Work

Scope of Work from MBE/WBE to Perform
as Subcontractor or Supplier

Instructions: Fully describe your proposed scope of work, including a description of the commercially useful function being performed on the above contract.

SCOPE OF WORK

Date: «Cl_for_date» 6-14-12

Firm Name: «Company_Name» MEADOWS OFFICE SUPPLY

President's Name: «Owner_First» «Owner_Last» SANDRA WONG / PRESIDENT

Contact's Name: «Owner_First» «Owner_Last» HON WONG Contact's Title: VICE-PRESIDENT

Address: «Address» 30W260 BUTTERFIELD RD., SUITE 210

City: «City» WARRENVILLE State: «State» IL ZIP: «Zip» 60555

Phone: «Phone» 847-281-8850 Fax: «Fax» 847-281-8872

Contact's Email: «Email» sandra.wong@meadowsoffice.com Web Address: www.meadowsor.com

SCOPE OF WORK: SUPPLY & DELIVER OFFICE SUPPLIES & EQUIPMENT

SCOPE OF WORK

| Certifications: | Agencies | Status | Expiration Date |
|-----------------|-----------------|---|-----------------|
| | City of Chicago | <input checked="" type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input checked="" type="checkbox"/> DBE | <u>8-1-13</u> |
| | Cook County | <input checked="" type="checkbox"/> MBE | |
| | IL/CMS | <input checked="" type="checkbox"/> MBE <input type="checkbox"/> DBE | |
| | | <input type="checkbox"/> DBE | |
| | | <input type="checkbox"/> WBE | |



CITY OF CHICAGO
OFFICE OF COMPLIANCE

July 19, 2011

Sandra Wong
Nova Stationers, Inc. DBA Meadows Office Supply
1208 Remington Road
Schaumburg, IL 60173-4523

Annual Certificate Expires: August 1, 2012

Dear Sandra Wong:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE) and Women Business Enterprise (WBE)** by the City of Chicago. This certification is valid until **August 1, 2013**.

As you know, your firm must also be re-validated annually. As such, your firm's next No Change Affidavit is due by **August 1, 2012**. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to:

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

Your firm is listed in the City's Directory of Minority Business Enterprises and Women


Business Enterprises in the specialty area(s) of:

FURNITURE;OFFICE EQUIPMENT;COMPUTERS, PARTS AND SUPPLIES

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,



Karen Patterson
Deputy Director

Schedule C-1

Letter of Intent from MBE/WBE to Perform
as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: Mgmt. and Operations of Parking Facility at O'Hare International Airport
Specification Number: 97199

From: Progressive Industries, Inc

MBE: Yes ☐

No: K

WBE: Yes ☒

No: ☐

To: **Standard Parking Company**
(Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above project as a:

☐ Sole Proprietor
☐ Partnership

☒ Corporation
☐ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of _____ to 2-3-2013 for a period of one year.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above name project/contract:

Uniforms, vests.

The above described performance is offered for the following price and described terms of payment:

DUR- 0.3%

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (30) working days of receipt of a signed contract from _____.

(Signature of Owner or Authorized Agent)

Name/Title (Print)

Date

Phone

IN WITNESS OF, I hereunto set my hand and official seal.

SEAL.

Signature of Notary Public

My Commission Expires:

11/16/13



Name of Project/Contract: Mgmt. and Operations of Parking
Facility at O'Hare International Airport
Specification Number: 97199

Schedule C-1 Scope of Work

Scope of Work from MBE/WBE to Perform
as Subcontractor or Supplier

Instructions: Fully describe your proposed scope of work, including a description of
the commercially useful function being performed on the above contract.

Date: «C1_for_date» 6/15/12

Firm Name: «Company_Name» Progressive Industries, Inc.

President's Name: «Owner_First» «Owner_Last» Valerie O'Donnell

Contact's Name: «Owner_First» «Owner_Last» Valerie O'Donnell Contact's Title: President

Address: «Address» 2733 N. Pulaski

City: «City» Chicago State: «State» IL ZIP: «Zip» 60639

Phone: «Phone» (773) 763-9566 Fax: «Fax» (773) 763-9587

Contact's Email: «Email» info@progressive Web Address: www.progressivepi.com
pi.com

SCOPE OF WORK: Uniform provider

| Certifications: | Agencies | Status | Expiration Date |
|-----------------|---|--|-----------------|
| | <input checked="" type="checkbox"/> City of Chicago | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DBE | |
| | | <input type="checkbox"/> MBE | |
| | | <input type="checkbox"/> MBE <input type="checkbox"/> FBE | |
| | | <input type="checkbox"/> DBE | |
| | | <input checked="" type="checkbox"/> WBE | |



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

Valerie O'Donnell
Progressive Industries, Inc
2733 N. Pulaski
Chicago, IL 60639

Annual Certificate Expires: February 3, 2013

Dear Valerie O'Donnell:

Congratulations on your continued eligibility for certification as a **Women Business Enterprise (WBE)** by the City of Chicago. This certification is valid until **February 3, 2013**.

You have an affirmative duty to ~~file for recertification 60 days prior to the date of expiration.~~ Therefore, you must file for recertification by ~~12/1/2012~~.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to:

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

Progressive Industries, Inc

Page 2

who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

Your firm is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**DISTRIBUTOR OF MEDICAL, SURGICAL, LABORATORY AND
PHARMACEUTICAL PRODUCTS, EQUIPMENT AND SUPPLIES;
CHEMICALS AND WHOLESALE DRUGS; MEDICAL OXYGEN AND
GASES; JANITORIAL EQUIPMENT AND SUPPLIES; INDUSTRIAL
SAFETY EQUIPMENT AND CLOTHING; COMPUTER HARDWARE,**

Your firm's participation on City contracts will be credited only toward Women Business Enterprise (WBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Women Business Enterprise (WBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,


Jamie L. Rhee
Chief Procurement Officer

FH

SCHEDULE C-1
Letter of Intent from MBE/WBE to Perform
as Subcontractor, Supplier and/or Consultant

Name of Project: _____

Specification Number: _____

From: _____
(Name of MBE/WBE Firm)

MBE: Yes _____; No _____
WBE: Yes _____; No _____

To: _____ and the City of Chicago:
(Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above projects as a:

____ Sole Proprietor ____ Corporation
____ Partnership ____ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of _____ to _____ for a period of one year.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

The above described performance is offered for the following price and described terms of payment:

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon our execution of a contract with the City of Chicago, and will do so within three (3) working days of receipt of a signed contract from the City of Chicago.

(Signature of Owner or Authorized Agent)

Name/Title (Print)

Date

Phone

SCHEDULE D-1
Affidavit of MBE/WBE Goal Implementation Plan

Project Name: Mgmt of Parking Facilities at Chicago
O'Hare International Airport

Specification No.: 97199

State of Illinois
County (City) of Cook (Chicago)

I HEREBY DECLARE AND AFFIRM that I am duly authorized representative of:

Standard Parking Corporation
Name of Prime Consultant/Contractor

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE goals of this contract.

All MBE/WBE firms included in this plan have been certified as such by the City of Chicago (Letters of Certification Attached).

- I. MBE or WBE Prime Consultant/Contractor. If prime consultant is a certified MBE or WBE firm, attach copy of City of Chicago Letter of Certification. (Certification of the prime consultant as a MBE satisfies the MBE goal only. Certification of the prime consultant as a WBE satisfies the WBE goal only.)
- II. MBEs and WBEs as Joint Ventures. If prime consultant is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification and a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the joint venture.
- III. MBE/WBE Subconsultants. Complete for each MBE/WBE subconsultant/subcontractor/supplier.

1. Name of MBE/WBE: A & R Janitorial Services, Inc. (WBE)

Address: 5234 W. 25th Cicero, IL 60804

Contact Person: Deborah Pinto Phone: 708-656-8300

Dollar Amount of Participation \$ 7,510,275

Percent Amount of Participation: 5.2%

2. Name of MBE/WBE: Arem Container & Supply Co. (WBE)

Address: 6153 West Mulford, Unit D. Niles, IL 60714

Contact Person: Rosalind Schwartz Phone: 847-673-6184

Dollar Amount of Participation \$ 531,451

Percent Amount of Participation: 0.4%

3. Name of MBE/WBE: Cost/Copy Consultants (WBE)

Address: 942 Turret Court, Mudelein, IL 60060

Contact Person: Phyllis Spilman

Phone: 847-949-5681

Dollar Amount of Participation \$31,102

Percent Amount of Participation: 0.0%

4. Name of MBE/WBE: Crown Painting. (WBE)

Address: 11500 Abbey Road, Mokena IL 60448

Contact Person: Eve Conversa

Phone: 708-478-0505

Dollar Amount of Participation \$ 2,766,511

Percent Amount of Participation: 1.9%

5. Name of MBE/WBE: Embossed Signs. (WBE)

Address: 9434 Oak Park Avenue Morton Grove, IL 60053

Contact Person: Jeanette Wehr

Phone: 312-263-6442

Dollar Amount of Participation \$ 100,995

Percent Amount of Participation: 0.1%

6. Name of MBE/WBE: Evergreen Supply Co. (WBE)

Address: 9901 South Torrence Avenue Chicago, IL 60617

Contact Person: Patricia Gallagher

Phone: 773-375-4750

Dollar Amount of Participation \$488,516

Percent Amount of Participation: 0.3%

7. Name of MBE/WBE: Meadows Office Supply. (WBE)

Address: 880 Remington Road Schaumburg, IL 60173

Contact Person: Sandra Wong

Phone: 847-397-8888

Dollar Amount of Participation \$ 246,359

Percent Amount of Participation: 0.2%

8. Name of MBE/WBE: Progressive Industries. (WBE)

Address: 6133 N. Northwest Highway 2nd Floor

Contact Person: Valerie O'Donnell

Phone: 773-763-9566

Dollar Amount of Participation \$ 379,364

Percent Amount of Participation: 0.3%

9. Name of MBE/WBE: Brandenburger Plumbing (MBE)

Address: 3244 West 111th Street

Contact Person: Keith Brandenburger

Phone: 773-779-8350

Dollar Amount of Participation \$ 247,371

Percent Amount of Participation: 0.2%

10. Name of MBE/WBE: Cal Communications (MBE)

Address: 1340 Busch Parkway Buffalo Grove, IL 60089

Contact Person: Carlos Lopez

Phone: 847-537-2425

Dollar Amount of Participation \$ 834,742

Percent Amount of Participation: 0.6%

11. Name of MBE/WBE: Cavalry Fire Protection (MBE)

Address: 3100 North Mannheim Rd. Suite 9 Franklin Park, IL 60131

Contact Person: James E. Clark

Phone: 708-426-6949

Dollar Amount of Participation \$ 194,223

Percent Amount of Participation: 0.1%

12. Name of MBE/WBE: Digby Detective and Security. (MBE)

Address: 2630 South Wabash Ave. Chicago, IL 60616

Contact Person: Robert L. Digby

Phone: 312-326-1100

Dollar Amount of Participation \$ 3,663,349

Percent Amount of Participation: 2.5%

13. Name of MBE/WBE: Genex Corporation. (MBE)

Address: 1411 Opus Place Suite 120 Downer Grove, IL 60515

Contact Person: Nand Belani Phone: 630-964-8400

Dollar Amount of Participation \$1,711,997

Percent Amount of Participation: 1.2%

14. Name of MBE/WBE: Gim Electric. (MBE)

Address: 4150 North Milwaukee Avenue

Contact Person: Eric W. Mah Phone: 773-286-7112

Dollar Amount of Participation \$3,420,529

Percent Amount of Participation: 2.4%

15. Name of MBE/WBE: Globetrotter International (MBE)

Address: 300 South Wacker Drive Suite 400, Chicago, IL 60606

Contact Person: Niranjan Shah Phone: 312-922-6400

Dollar Amount of Participation \$1,202,070

Percent Amount of Participation: 0.8%

16. Name of MBE/WBE: Market Contracting Services (MBE)

Address: 4201 West 36th Street Suite 250, Chicago, IL 60632

Contact Person: Jose Antonio Oliva Phone: 773-321-7248

Dollar Amount of Participation \$135,000

Percent Amount of Participation: 0.1%

17. Name of MBE/WBE: Odell Hicks (MBE)

Address: 180 North Stetson Ave Suite 2401, Chicago, IL 60601

Contact Person: Odell Hicks Phone: 312-861-0113

Dollar Amount of Participation \$ 30,000

Percent Amount of Participation: 0.0%

18. Name of MBE/WBE: Sanchez Paving (MBE)

Address: 16309 South Crawford

Contact Person: Otoniel Sanchez

Phone: 708-333-1300

Dollar Amount of Participation \$466,560

Percent Amount of Participation: 0.3%

19. Name of MBE/WBE: Skyway Elevator Repair Co. (MBE)

Address: 1900 S. Michigan Avenue Ste. A

Contact Person: Michelle Hibbler

Phone: 312-326-4410

Dollar Amount of Participation \$ 2,567,656

Percent Amount of Participation: 1.8%

20. Name of MBE/WBE: Total Facility Maintenance (MBE)

Address: 615 Wheat Lane Suites C

Contact Person: Jimmie Daniels.

Phone: 630-766-8635

Dollar Amount of Participation \$132,753

Percent Amount of Participation: 0.1%

21. Name of MBE/WBE: Vargas Group (MBE)

Address: 203 North Wabash Avenue, Ste 2212, Chicago, IL 60601

Contact Person: Jaime Cruz

Phone: 312-364-0300

Dollar Amount of Participation \$ 21,745,659

Percent Amount of Participation: 15.0%

22. Name of MBE/WBE: World's Printing (MBE)

Address: 233 North Michigan Avenue, Concourse Level

Contact Person: Willie Walden

Phone: 312-567-1401

Dollar Amount of Participation \$ 243,090

Percent Amount of Participation: 0.2%

IV. Summary of MBE Proposal:

| MBE Firm Name | Dollar Amount Of Participation | Percent Amount of Participation |
|---|-----------------------------------|------------------------------------|
| Brandenburger Plumbing | \$247,371 | 0.2% |
| CAL Communication | \$834,742 | 0.6% |
| Cavalry Fire Protection | \$194,223 | 0.1% |
| Digby's Security | \$3,663,349 | 2.5% |
| Genex Corporation | \$1,711,997 | 1.2% |
| Gim Electric | \$3,420,529 | 2.4% |
| Globetrotter Intl | \$1,202,070 | 0.8% |
| Market Contracting Svcs | \$135,000 | 0.1 % |
| Odell Hicks & Assoc. | \$30,000 | 0.0% |
| Sanchez Paving Co. | \$466,560 | 0.3% |
| Skyway Elevator | \$2,567,656 | 1.8% |
| Total Facility Maint. | \$132,753 | 0.1% |
| Vargas Group | \$21,745,659 | 15.0% |
| <u>World's Printing & Specialty</u> | <u>\$243,090</u> | <u>0.2%</u> |
| Total MBE Participation: | <u>\$36,594,999</u> | <u>25.2%</u> |

V. Summary of WBE Proposal:

| WBE Firm Name | Dollar Amount Of Participation | Percent Amount of Participation |
|-------------------------------|-----------------------------------|------------------------------------|
| A&R Janitorial | \$7,510,275 | 5.2% |
| Arem Container & Supply | \$531,451 | 0.4% |
| Cost/Copy Consultants | \$31,102 | 0.0% |
| Crown Painting | \$2,766,511 | 1.9% |
| Embossed Signs | \$100,995 | 0.1% |
| Evergreen Supply Co. | \$488,516 | 0.3% |
| Meadows Office Supply | \$246,359 | 0.2% |
| <u>Progressive Industries</u> | <u>\$379,364</u> | <u>0.3%</u> |
| Total WBE Participation: | <u>\$12,054,573</u> | <u>8.8%</u> |

To the best of my knowledge, information and belief, the facts and representation contained in this Schedule are true, and no material facts have been omitted.

The contractor designates the following person as their MBE/WBE Liaison Officer:

Name Michael E. Swartz Phone Number: (312) 274-2000

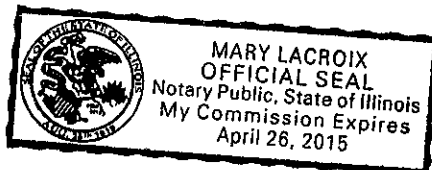
I do solemnly declare and affirm under penalty of perjury that the contents of the forgoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

Michael E. Swartz 7-16-12
Signature of Affiant (Date)

State of Illinois
County of Cook

This instrument was acknowledged before me on 7-16-12 (date)
by Michael E. Swartz (name/s of person/s)
as Senior Vice President (type of authority, e.g., officer, trustee, etc.)
of Standard Parking Corporation (name of party on behalf of whom instrument was executed).

(Seal)



Mary Lacroix
Signature of Notary Public

SCHEDULE D-1
Affidavit of MBE/WBE Goal Implementation Plan

Project Name: _____

Specification No.: _____

State of _____

County (City) of _____

I HEREBY DECLARE AND AFFIRM that I am duly authorized representative of:

Name of Prime Consultant/Contractor

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE goals of this contract.

All MBE/WBE firms included in this plan have been certified as such by the City of Chicago (Letters of Certification Attached).

I. Direct Participation of MBE/WBE Firms

(Note: The bidder/proposer shall, in determining the manner of MBE/WBE participation, first consider involvement with MBE/WBE firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract.)

- A. If bidder/proposer is a certified MBE or WBE firm, attach copy of the City of Chicago Letter of Certification. (Certification of the bidder/proposer as a MBE satisfies the MBE goal only. Certification of the bidder/proposer as a WBE satisfies the WBE goal only.)
- B. If bidder/proposer is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification and a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the joint venture.

C. MBE/WBE Subcontractors/Suppliers/Consultants:

1. Name of MBE/WBE: _____
Address: _____
Contact Person: _____
Dollar Amount Participation: \$ _____ Phone: _____
Percent Amount of Participation: _____ %
Schedule C-1 attached? Yes _____ No _____ *

*(see next page)

2. Name of MBE/WBE: _____
Address: _____
Contact Person: _____
Dollar Amount Participation: \$ _____ Phone: _____
Percent Amount of Participation: _____ %
Schedule C-1 attached? Yes _____ No _____ *

SCHEDULE D-1
Affidavit of MBE/WBE Goal Implementation Plan

3. Name of MBE/WBE: _____
Address: _____
Contact Person: _____
Dollar Amount Participation: \$ _____ Phone: _____
Percent Amount of Participation: _____ %
Schedule C-1 attached? Yes _____ No _____ *

4. Name of MBE/WBE: _____
Address: _____
Contact Person: _____
Dollar Amount Participation: \$ _____ Phone: _____
Percent Amount of Participation: _____ %
Schedule C-1 attached? Yes _____ No _____ *

5. Name of MBE/WBE: _____
Address: _____
Contact Person: _____
Dollar Amount Participation: \$ _____ Phone: _____
Percent Amount of Participation: _____ %
Schedule C-1 attached? Yes _____ No _____ *

6. Attach additional sheets as needed

*All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or proposal due date.)

I. Indirect Participation of MBE/WBE Firms

(Note: This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE goals have not been met through direct participation, Contractor will be expected to demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.)

MBE/WBE Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

A. Name of MBE/WBE: _____
Address: _____
Contact Person: _____
Dollar Amount Participation: \$ _____ Phone: _____
Percent Amount of Participation: _____ %
Schedule C-1 attached? Yes _____ No _____ *

*(see next page)

SCHEDULE D-1
Affidavit of MBE/WBE Goal Implementation Plan

B. Name of MBE/WBE: _____
 Address: _____
 Contact Person: _____
 Dollar Amount Participation: \$ _____ Phone: _____
 Percent Amount of Participation: _____ %
 Schedule C-1 attached? Yes _____ No _____ *

C. Name of MBE/WBE: _____
 Address: _____
 Contact Person: _____
 Dollar Amount Participation: \$ _____ Phone: _____
 Percent Amount of Participation: _____ %
 Schedule C-1 attached? Yes _____ No _____ *

D. Name of MBE/WBE: _____
 Address: _____
 Contact Person: _____
 Dollar Amount Participation: \$ _____ Phone: _____
 Percent Amount of Participation: _____ %
 Schedule C-1 attached? Yes _____ No _____ *

E. Attach additional sheets as needed.

*All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or proposal due date).

III. Summary of MBE/WBE Proposal:

A. MBE Proposal

1 MBE Direct Participation (from Section I.)

| MBE Firm Name | Dollar Amount of Participation | Percent Amount of Participation |
|--------------------------------|--------------------------------|---------------------------------|
| _____ | \$ _____ | _____ % |
| _____ | \$ _____ | _____ % |
| _____ | \$ _____ | _____ % |
| Total Direct MBE Participation | \$ _____ | _____ % |

2. MBE Indirect Participation (from Section II.)

| MBE Firm Name | Dollar Amount of Participation | Percent Amount of Participation |
|----------------------------------|--------------------------------|---------------------------------|
| _____ | \$ _____ | _____ % |
| _____ | \$ _____ | _____ % |
| _____ | \$ _____ | _____ % |
| Total Indirect MBE Participation | \$ _____ | _____ % |

SCHEDULE D-1
Affidavit of MBE/WBE Goal Implementation Plan

B. WBE Proposal

1 WBE Direct Participation (from Section I.)

| WBE Firm Name | Dollar Amount of Participation | Percent Amount of Participation |
|---------------------------------------|---|--|
| _____ | \$ _____ | _____ % |
| _____ | \$ _____ | _____ % |
| _____ | \$ _____ | _____ % |
| Total Direct WBE Participation | \$ _____ | _____ % |

2. WBE Indirect Participation (from Section II.)

| WBE Firm Name | Dollar Amount of Participation | Percent Amount of Participation |
|---|---|--|
| _____ | \$ _____ | _____ % |
| _____ | \$ _____ | _____ % |
| _____ | \$ _____ | _____ % |
| Total Indirect WBE Participation | \$ _____ | _____ % |

SCHEDULE D-1
Affidavit of MBE/WBE Goal Implementation Plan

To the best of my knowledge, information and belief, the facts and representations contained in this Schedule are true, and no material facts have been omitted.

The Contractor designates the following person as their MBE/WBE Liaison Officer

Name: _____ Phone Number: _____

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the Contractor, to make this affidavit.

Signature of Affiant (Date)

State of _____

County of _____

This instrument was acknowledged before me on _____ (date)

by _____ (name /s of person/s)

as _____ (type of authority, e.g., officer, trustee, etc.)

of _____ (name of party on behalf of whom instrument executed)

Signature of Notary Public

(Seal)

DBE/MBE VBE UTILIZATION REPORT

Notice: This report is not to be completed at the time of bid or proposal submission. If awarded a contract with an approved DBE/MBE/WBE plan, the prime contractor will be required to submit this report in accordance with the reporting requirements stated in the Special Condition Regarding Disadvantaged or Minority and Women Business Enterprise Commitment.

Contract Coordinator: Specification No.: 97199

Phone No: Contract No.

Date of Award:

Utilization No.:

STATE OF: Illinois)

COUNTY (CITY) OF: Cook)

In connection with the above-captioned contracts:

I HEREBY DECLARE AND AFFIRM that I am the Sr. Vice Pres./Affirm Sr. Vice Pres./Affirmative Action Officer
and duly authorized representative of (Title-Print or Type)

Standard Parking
(Name of Company - Print or Type)

900 N. Michigan Ave, Suite 1600, Chicago, IL 60611
(Address of Company)

Phone (312) 274-2000

and that the following Disadvantaged, Minority and Women Business Enterprises have been contracted with, and have furnished, or are furnishing and preparing materials for, and rendering services stated in the contract agreement.

The following Schedule accurately reflects the value of each DBE/MBE/WBE sub-agreement and the amounts of money paid to each to date.

| DBE/MBE/WBE NAME | INDICATE IF FIRM (DBE/MBE OR WBE) | AMOUNT OF CONTRACT THROUGH 2012 | AMOUNT PAID TO DATE |
|-------------------------|---|---------------------------------------|------------------------|
| A & R Janitorial | WBE | \$ 7,510,275.00 | 0.00 |
| Arem Container & Supply | WBE | \$ 531,451.00 | 0.00 |
| Cost/Copy Consultants | WBE | \$ 31,102.00 | 0.00 |
| Crown Painting | WBE | \$ 2,766,511.00 | 0.00 |
| Embossed Signs | WBE | \$ 100,995.00 | 0.00 |
| Evergreen Supply Co. | WBE | \$ 488,516.00 | 0.00 |
| Meadows Office Supply | WBE | \$ 246,359.00 | 0.00 |
| Progressive Industries | WBE | \$ 379,364.00 | 0.00 |
| Total MBE | | | |
| Total WBE | | \$12,054,573.00 | |

| DBE/MBE/WBE NAME | INDICATE IF FIRM (DBE/MBE OR WBE) | AMOUNT OF CONTRACT THROUGH 2012 | AMOUNT PAID TO DATE |
|--------------------------------------|---|---------------------------------------|------------------------|
| Branderburger Plumbing | MBE | \$ 247,371.00 | 0.00 |
| Cal Communication | MBE | \$ 834,742.00 | 0.00 |
| Cavalry Fire Protection | MBE | \$ 194,223.00 | 0.00 |
| Digby Security | MBE | \$ 3,663,349.00 | 0.00 |
| Genex Corp | MBE | \$ 1,711,997.00 | 0.00 |
| GIM Electric | MBE | \$ 3,420,529.00 | 0.00 |
| Globetrotter International | MBE | \$ 1,202,070.00 | 0.00 |
| Market Contracting Services | MBE | \$ 135,000.00 | 0.00 |
| Odell Hicks & Associates | MBE | \$ 30,000.00 | 0.00 |
| Sanchez Paving | MBE | \$ 466,560.00 | 0.00 |
| Skyway Elevator | MBE | \$ 2,567,656.00 | 0.00 |
| Total Facility Maintenance | MBE | \$ 132,753.00 | 0.00 |
| Vargas Group | MBE | \$ 21,745,659.00 | 0.00 |
| World's Printing | MBE | \$ 243,090.00 | 0.00 |
| Total MBE | | \$36,594,999.00 | |
| Total WBE | | \$12,054,573.00 | |
| Total M/WBE Participation | | \$48,649,572.00 | |

For each DBE/MBE and/or WBE listed on this report, briefly describe the work or goods/ services provided in relation to this contract. (Indicate line items, if applicable)

**DESCRIPTION OF WORKS/SERVICES
AND/OR GOODS PROVIDED**

DBE/MBE/WBE NAME

| | |
|--------------------------------|---------------------------|
| A & R JANITORIAL SERVICE, INC. | JANITORIAL SERVICE |
| AREM CONTAINER & SUPPLY | JANITORIAL SERVICE |
| BRANDENBURGER PLUMBING INC | PLUMBING |
| CAL COMMUNICATIONS | CCTV MAINTENANCE |
| CAVALRY FIRE PROTECTION | FIRE PROTECTION |
| COST/COPY CONSULTANTS | OFFICE EQUIPMENT & SALES |
| CROWN PAINTING | PAINTING |
| DIGBY'S DETECTIVE & SECURITY | SECURITY SERVICES |
| EMBOSSSED SIGNS | SINAGE |
| EVERGREEN SUPPLY CO. | ELECTRICAL SERVICE |
| GENEX CORP | ELECTRICAL SERVICE |
| GIM ELECTRIC COMPANY, INC. | ELECTRICAL SERVICE |
| GLOBETROTTER ENGINEERING CORP. | MAINTENANCE & ENGINEERING |
| MARKET CONTRACTING SERVICES | MAINTENANCE & REPAIR |
| MEADOWS OFFICE SUPPLY & EQUIP | OFFICE SUPPLIES |
| ODELL HICKS & Associates | ACCOUNTING SERVICES |
| PROGRESSIVE INDUSTRIES, INC. | PROMOTIONAL SERVICES |
| SANCHEZ PAVING | ASPHALT & PAVING |
| SKYWAY ELEVATOR REPAIR COMPANY | ELEVATOR |
| TOTAL FACILITY MAINTENANCE | MAINTENANCE |
| VARGAS GROUP | MANAGEMENT CONSULTING |
| WORLD'S PRINTING AND SPECIALTY | PRINTING |

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT
THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT
I AM AUTHORIZED, ON BEHALF OF THE CONTRACTOR, TO MAKE THIS AFFIDAVIT.

Name of Contractor: STANDARD PARKING CORPORATION
(Print or Type)

Signature: _____

(Signature of Affiant)

Name of Affiant: Michael E. Swartz, Senior Vice President of Standard Parking Corporation
(Print or Type)

Date: _____

(Print or Type)

State of ILLINOIS

County (City) of COOK

This instrument was acknowledged before me on

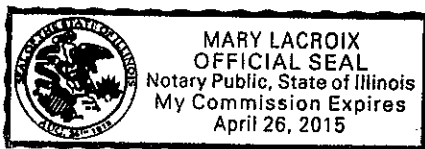
JULY 16, 2012 (date)

by Michael E. Swartz (name/s of person/s)

as Senior Vice President (type of authority, e.g.,

officer, trustee, etc.) of Standard Parking Corporation (name of party

on behalf of whom instrument was executed).



Mary Lacroix
Signature of
Notary Public

(Seal)

DBE/MBE/WBE Utilization Report

NOTICE: THIS REPORT IS NOT TO BE COMPLETED AT THE TIME OF BID OR PROPOSAL SUBMISSION. IF AWARDED A CONTRACT WITH AN APPROVED DBE/MBE/WBE PLAN, THE PRIME CONTRACTOR WILL BE REQUIRED TO SUBMIT THIS REPORT IN ACCORDANCE WITH THE REPORTING REQUIREMENTS STATED IN THE SPECIAL CONDITION REGARDING DISADVANTAGED OR MINORITY AND WOMEN BUSINESS ENTERPRISE COMMITMENT.

Contract Administrator: _____

Phone No. _____

Specification No. _____

Purchase Order No. _____

Date of Award: _____

Utilization Report No. _____

STATE OF: (_____)

COUNTY (CITY) OF: (_____)

In connection with the above-captioned contract:

I HEREBY DECLARE AND AFFIRM that I am the _____
(Title - Print or Type)

and duly authorized representative of _____
(Name of Company - Print or Type)

(Address of Company)

(_____)

(Phone)

and that the following Disadvantaged, Minority and Women Business Enterprises have been contracted with, and have furnished, or are furnishing and preparing materials for, and rendering services stated in the contract agreement.

The following Schedule accurately reflects the value of each DBE/MBE/WBE sub-agreement and the amounts of money paid to each to date.

DBE/MBE/WBE Firm Name

Indicate Type of Firm
(DBE/MBE/WBE)

Amount of Contract

Amount Paid To-Date

| | | | |
|-------|-------|----------|----------|
| _____ | _____ | \$ _____ | \$ _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

Amount Billed to City: \$ _____

Amount Paid to Prime Contractor: \$ _____

DBE/MBE/WBE Utilization Report

For each DBE/MBE and/or WBE listed on this report, briefly describe the work or goods/services provided in relation to this contract. (Indicate line items, if applicable)

DBE/MBE/WBE Name

**Description of Work/Services and/or Goods
Provided**

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

Name of Contractor:

(Print or Type)

Signature:

(Signature of affiant)

Name of Affiant:

(Print or Type)

Date:

(Print or Type)

State of _____

County (City) of _____

This instrument was acknowledged before me on _____ (date)

by

(name/s of person/s)

as

(type of authority, e.g.,
officer, trustee, etc.)

of

(name of party on behalf
of whom instrument was
executed).

Signature of Notary Public

(Seal)

EXHIBIT 4: ONLINE ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

Placeholder Page



CERTIFICATE OF FILING FOR
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 32037

Certificate Printed on: 06/26/2012

Date of This Filing: 06/25/2012 05:09 PM

Original Filing Date: 06/25/2012 05:09 PM

Disclosing Party: Standard Parking Corporation Title: Vice President
Filed by: Wayne Lasinski

Matter: Management of Public Parking
Facilities and Ground Transportation at
Chicago O'Hare Intl. Airport
Applicant: Standard Parking Corporation
Specification #: 97199
Contract #:

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting
<https://webapps.cityofchicago.org/EDSWeb> and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

INSTRUCTIONS FOR COMPLETING ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT (EDS) ON-LINE

The Bidder shall complete an online EDS prior to the bid due date. A Bidder who does not file an electronic EDS prior to the bid due date may be found non-responsive and its bid rejected. If you are unable to complete the online EDS and print a Certificate of Filing prior to the response due date, the City will accept a paper EDS provided written justification is provided explaining the Bidders good faith efforts to complete it before the response due date and the reasons why it could not be completed.

1.1. **ONLINE EDS FILING REQUIRED PRIOR TO BID OPENING**

The Bidder must complete an online EDS prior to the bid opening date.

A Bidder that does not file an electronic EDS prior to the bid opening will be found non-responsive and its bid will be rejected unless a paper EDS and written justification is submitted with the bid as explained above.

Paper EDS forms may be obtained on the City's website at:
http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/economic_disclosurestatementseds.html

1.2. **ONLINE EDS WEB LINK**

The web link for the Online EDS is <https://webapps.cityofchicago.org/EDSWeb>

1.3. **ONLINE EDS NUMBER**

Upon completion of the online EDS submission process, the Proposer will be provided an EDS number. Bidders should provide this number here:

EDS Number: _____

1.4. **ONLINE EDS CERTIFICATION OF FILING**

Upon completion of the online submission process, the Proposer will be able to print a hard copy Certificate of Filing. The Proposer should submit the signed Certificate of Filing with its bid. Please insert your Certification of Filing following this page.

A Proposer that does not include a signed Certificate of Filing with its bid must provide it upon the request of the Chief Procurement Officer.

1.5. **PREPARATION CHECKLIST FOR REGISTRATION**

To expedite and ease your registration process, we recommend that you collect the following information prior to registering for an Online EDS user account:

| | |
|--|--|
| | 1. Invitation number, if you were provided an invitation number. |
| | 2. EDS document from previous years, if available. |
| | 3. Email address to correspond with the Online EDS system. |
| | 4. Company Information: |
| | a. Legal Name |
| | b. FEIN/SSN |
| | c. City of Chicago Vendor Number, if available. |
| | d. Address and phone number information that you would like to appear on your EDS documents. |
| | e. EDS Captain. Check for an EDS Captain in your company - this maybe the person that usually submits EDS for your company, or the first person that registers for your company. |

1.6. PREPARATION CHECKLIST FOR EDS SUBMISSION

To expedite and ease your EDS submission, we recommend that you collect the following information prior to updating your EDS information online.

Items #1 through #7 are needed for both EDS information updates and contract related EDS documents:

- _____ 1. Invitation number, if you were provided with an invitation number
- _____ 2. Site address that is specific to this EDS.
- _____ 3. Contact that is responsible for this EDS.
- _____ 4. EDS document from previous years, if available.
- _____ 5. Ownership structure, and if applicable, owners' company information:
 - _____ a. % of ownership
 - _____ b. Legal Name
 - _____ c. FEIN/SSN
 - _____ d. City of Chicago Vendor Number, if available.
 - _____ e. Address
- _____ 6. List of directors, officers, titleholders, etc. (if applicable).
- _____ 7. For partnerships/LLC/LLP/Joint ventures, etc..
 - _____ a. List of controlling parties (if applicable).

Items #8 and #9 are needed ONLY for contract related EDS documents:

- _____ 8. Contract related information (if applicable):
 - _____ a. City of Chicago contract package
 - _____ b. Cover page of City of Chicago bid/solicitation package
 - _____ c. If EDS is related to a mod, then cover page of your current contract with the City.
- _____ 9. List of subcontractors and retained parties:
 - _____ a. Name
 - _____ b. Address
 - _____ c. Fees -- Estimated or paid

1.7. **EDS FREQUENTLY ASKED QUESTIONS**

Q: Where do I file?

A: The web link for the Online EDS is <https://webapps.cityofchicago.org/EDSWeb>

Q: How do I get help?

A: If there is a question mark on a page or next to a field, click on the question mark for help filling out the page or field. You may also consult the User Manual and the Training Videos available on the left menu.

Q: Why do I have to submit an EDS?

A: The Economic Disclosure Statement (EDS) is required of applicants making an application to the City for action requiring City Council, City department or other City agency approval. For example, all bidders seeking a City contract are required to submit an EDS. Through the EDS, applicants make disclosures required by State law and City ordinances and certify compliance with various laws and ordinances. An EDS is also required of certain parties related to the applicant, such as owners and controlling parties.

Q: Who is the Applicant?

A: "Applicant" means any entity or person making an application to the City for action requiring City Council or other City agency approval. The applicant does not include owners and parent companies.

Q: Who is the Disclosing Party?

A: "Disclosing Party" means any entity or person submitting an EDS. This includes owners and parent companies.

Q: What is an entity or legal entity?

A: "Entity" or "Legal Entity" means a legal entity (for example, a corporation, partnership, joint venture, limited liability company or trust).

Q: What is a person for purposes of the EDS?

A: "Person" means a human being.

Q: Who must submit an EDS?

A. An EDS must be submitted in any of the following three circumstances:

| | |
|--------------------------------------|--|
| Applicants: | An Applicant must always file this EDS. If the Applicant is a legal entity, state the full name of that legal entity. If the Applicant is a person acting on his/her own behalf, state his/her name. |
| Entities holding an interest: | Whenever a legal entity has a beneficial interest (E. G. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf. |
| Controlling entities: | Whenever a Disclosing Party is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture that has a general partner, managing member, manager or other entity that can control the day-to-day management of the Disclosing Party, that entity must also file an EDS on its own behalf. Each entity with a beneficial interest of more than 7.5% in the controlling entity must also file an EDS on its own behalf. |

Q: What information is needed to submit an EDS?

A: The information contained in the Preparation Checklist for EDS submission.

Q: I don't have a user ID & password. Can I still submit an Online EDS?

A: No. You must register and create a user ID and password before submitting an Online EDS.

Q: What information is needed to request a user ID & password for Online EDS?

A: The information contained in the Preparation Checklist for Registration is needed to request a login for the Online EDS.

Q: I already have a username and password from another City web site (City Web Portal, Department of Construction and Permits, Department of Consumer Services, etc.). Can

I log-in the Online EDS with that account?

A: Usually not. The Online EDS uses a user ID and password system that is shared by the Public Vehicle Advertising and Water Payment web sites. You may use a username and password from those sites by answering "Yes" to "Is this an existing City of Chicago user ID?" when registering. Other usernames and passwords will not be automatically recognized. However, you may choose to create an identical username for the Online EDS if it is not already taken.

Q: I don't have an email address. How do I submit an Online EDS?

A: You cannot get an account to submit an online EDS without an email address. If you need an e-mail address, we suggest that you use a free internet email provider such as www.hotmail.com or www.yahoo.com or mail.google.com to open an account. The City does not endorse any particular free internet email provider. Public computers are available at all Chicago Public Library branches.

Q: I forgot my user ID. Can I register again?

A: No. If you are the EDS Captain of your organization, please contact the Department of Procurement Services at 312-744-4900. If you are an EDS team member, contact your EDS Captain, who can look up your user ID.

Q: Who is the EDS Captain?

A: The EDS Captain is a person who performs certain administrative functions for an organization which files an EDS. Each organization registered with the Online EDS has at least one EDS Captain. There may be co-captains, who are all equal. EDS Captains approve new users, change contact information for an organization, and de-active accounts of employees who have left the organization. Please see the User Manual for more information.

Q: Why do we need EDS Captains?

A: The Online EDS is designed to be a self-service web application which allows those doing or seeking to do business with the City to perform as many routine functions as possible without City intervention. Because many organizations have multiple staff filing an EDS, the EDS Captain role allows those organizations to self-manage the contact information and users.

Q: Who is the EDS team?

A: The EDS team for an organization is everyone who is registered to file an EDS on behalf of the organization.

Q: I forgot my password. What should I do?

A: To retrieve a temporary password, click the "Forgot your password?" link on the login page. Enter your user ID that you provided when you registered your account. The system will automatically generate a temporary password and send it to you. When you log-in with your temporary password, you will be asked to create a new password.

Q: How do I complete an Online EDS?

A: Click on "Create New" after logging in. The Online EDS system will walk you through the EDS questions. Please see the User Manual for details.

Q: How do I fill out a Disclosure of Retained Parties?

A: There is no longer a separate Disclosure of Retained Parties filing. After logging in, click on "Create New". Answer (click) "Contract" to "Is this EDS for a contract or an EDS information update?" Click "Fill out EDS", and click on the "Retained Parties" tab. When finished, click on "Ready to Submit."

Q: How do I attach documents?

A: Attachments are discouraged. If at all possible, please provide a concise explanation in the space provided in the online form. Attachments with pages of officers are not acceptable. Names of officers must be typed into the system. If you must provide an attachment for another reason, please send it to your City of Chicago contact (contract administrator or negotiator for procurements) and they will attach it for you. Documents can be sent in PDF (preferred), Word, or paper format.

Q: Who can complete an Economic Disclosure Statement online?

A: Any authorized representative of your business with a user ID and password can complete your EDS online. One person, such as an assistant, can fill in the information and save it, and another person can review and electronically sign the Online EDS.

Q: What are the benefits of filing my Economic Disclosure statement electronically?

A: Filing electronically reduces the chance of filing an incomplete EDS and speeds up the processing of contract awards. A certificate of filing can be printed at the completion of the process and inserted into your bid package. The biggest benefit for those who frequently do business with the City is that after the first EDS, each EDS is much easier to fill out because non-contract specific information is pre-filled from the last submitted EDS.

Q: Will my information be secure?

A: Yes. When making your internet connection to our Web Server, you will connect through a Secure Socket Layer (SSL for short) to the "Online EDS" login page. All information you type will be protected using strong encryption. Within the login page, you will provide us with a user ID, password, and secret question for user authentication, only you will have knowledge of this unique identification information.

Q: I am filing electronically. How do I sign my EDS?

A: Once you have completed the EDS, you will be prompted to enter your password and answer to your secret question. Together, these will serve as your electronic signature. Although you will also print and physically sign an EDS certification of filing as a notice that your EDS was filed, your EDS is complete as a legal document with only the electronic filing.

Q: My address has changed. How can I update my information?

A: You must be an EDS Captain for your organization to update this. Log-in and click on "Vendor Admin, Site Administration." Select the appropriate site and click edit.

Q: I have more questions. How can I contact the Department of Procurement Services?

A: Please contact the contract administrator or negotiator assigned to your solicitation or contract. You may call DPS at 312-744-4900 between 8:30 AM and 5:00 PM Central Time.

Q: Can I save a partially complete EDS?

A: Yes. Click "Save". To avoid data loss, we recommend you save your work periodically while filling out your EDS.

Q: Do I have to re-type my information each time I submit an EDS?

A: No. The system will remember non-contract specific information from your last submitted EDS for one year. This information will be filled-in for you in your new EDS. You will have an opportunity to correct it if it has changed since your last filing. When you submit your new EDS, the information is saved and the one-year clock begins running anew.

Q: What are the system requirements to use the Online EDS?

A: The following are minimum requirements to use the Online EDS:

- A PDF viewer such as Adobe Reader is installed and your web browser is configured to display PDFs automatically. You may download and install Adobe Reader free at www.adobe.com/products/reader/
- Your web browser is set to permit running of JavaScript.
- Your web browser allows cookies to be set for this site. Please note that while we use cookies in the Online EDS, we do not use them to track personally identifiable information, so your privacy is maintained.
- Your monitor resolution is set to a minimum of 1024 x 768.
- While not required to submit an EDS, if you wish to view the training videos, you must have Adobe Flash Plugin version 9 or higher, speakers, and sound. Please note that very

old computers may not be able to run Adobe Flash and will not be able to play the training videos. In that case, we encourage you to seek help using the Online EDS Manuals. You may download and install Adobe Flash Plugin free at <http://get.adobe.com/flashplayer>

The Online EDS has been tested on Internet Explorer 6.0 and 7.0 and Firefox 2.0 and 3.0 on Windows XP and Mac OS X. Although it should work on other browsers and operating systems, the City of Chicago cannot guarantee compatibility.

EXHIBIT 5: INSURANCE REQUIREMENTS AND EVIDENCE OF INSURANCE

Placeholder Page

INSURANCE REQUIREMENTS

Chicago Department of Aviation
O'Hare Parking and Ground Transportation Management
Services

The Contractor must provide and maintain at Contractor's own expense or cause to be provided, until Contract completion and during the time period following completion if Contractor is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Contract and Employers Liability coverage with limits of not less than \$1,000,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$10,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work or services.

Subcontractors performing work for the Contractor must maintain limits of not less than \$5,000,000 for access to airside and \$1,000,000 for landside with the same terms herein.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than \$10,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing work for the Contractor must maintain limits of not less than \$5,000,000 for access to airside and \$1,000,000 for landside with the same terms herein.

4) Professional Liability

When any architects, engineers, project/program managers, security professionals, electronic data processing (EDP) professionals including but not

limited to system programmers, hardware and software designers/consultants and any other professional consultants perform work or services in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$2,000,000. EDP coverage must include performance of or failure to perform, EDP performance of or failure to perform, other computer services and failure of software products to perform the function for the purpose intended. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

Subcontractors performing professional services or work for the Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

5) Valuable Papers

When any plans, designs, drawings, media, data, reports, records and others documents are produced or used under this Contract, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

6) Blanket Crime

The Contractor must provide Blanket Crime coverage covering all persons handling funds under this Contract, against loss by dishonesty, robbery, burglary, theft, destruction, or disappearance, computer fraud, credit card forgery, and other related crime risks. The policy limit must be written to cover losses in the amount of maximum monies collected, received, on premises and in the possession of the Contractor at any given time.

7) Garage Liability

The Contractor must provide Garage Liability Insurance with limits of not less than \$5,000,000 per occurrence, combined single limit, for bodily injury and property damage. Coverage extensions must include Garage Keepers Legal Liability. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

8) Property

The Contractor is responsible for all loss or damage to City property at full replacement cost that results from the Contract.

The Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Contractor.

B. ADDITIONAL REQUIREMENTS

The Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 403, 121 North LaSalle Street 60602, Chicago Department of Aviation, 10510 West Zemeke Road, Chicago, IL 60666 original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to Contract award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor must advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The insurance must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self insured retentions on referenced insurance coverages must be borne by Contractor.

The Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

INSURANCE CERTIFICATE OF COVERAGE

Named Insured: Standard Parking Corporation
 Address: 900 North Michigan Avenue, Suite 1600
 (Number and Street)
Chicago IL 60611
 (City) (State) (ZIP)

Specification #: _____
 RFP: _____
 Project #: _____
 Contract #: _____

Description of Operation/Location

The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the contract involving the named insured and the City of Chicago. The Certificate issuer agrees that in the event of cancellation, non-renewal or material change involving the indicated policies, the issuer will provide at least sixty (60) days prior written notice of such change to the City of Chicago at the address shown on this Certificate. This certificate is issued to the City of Chicago in consideration of the contract entered into with the named insured, and it is mutually understood that the City of Chicago relies on this certificate as a basis for continuing such agreement with the named insured.

| Type of Insurance | Insurer Name | Policy Number | Expiration Date | Limits of Liability All Limits in Thousands |
|---|--|------------------|-----------------|--|
| General Liability <input type="checkbox"/> Claims made <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Premise-Operations <input type="checkbox"/> Explosion/Collapse Underground <input type="checkbox"/> Products/Completed-Operations <input type="checkbox"/> Blanket Contractual <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury <input type="checkbox"/> Pollution | ACE American Insurance Company | AD0626 437581 | January 1, 2013 | CSL Per Occurrence \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations Aggregate \$2,000,000 |
| Automobile Liability | ACE American Insurance Company | ISAH086 93304 | January 1, 2013 | CSL Per Occurrence \$2,000,000 |
| <input type="checkbox"/> Excess Liability <input checked="" type="checkbox"/> Umbrella Liability | Illinois National Insurance Company | BE9566 792 | January 1, 2013 | Each Occurrence \$25,000,000 |
| Worker's Compensation and Employer's Liability | Indemnity Insurance Company of North America | WLR04677 6689 | January 1, 2013 | Statutory/Illinois Employers Liability \$1,000,000 |
| Builders Risk/Course of Construction | | | | Amount of Contract |
| Professional Liability | ACE American Insurance Company | EDNG244 56973005 | | \$10,000,000 |
| Owner Contractors Protective | | | | \$ |
| Other Crime | National Union Fire Insurance Co. | 014200300 | January 1, 2013 | \$1,000,000 |

- Each Insurance policy required by this agreement, excepting policies for worker's compensation and professional liability, will read: "The City of Chicago is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago."
- The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of interest (cross liability) applicable to the named insured and the City.
- Workers Compensation and Property Insurers shall waive all rights of subrogation against the City of Chicago.
- The receipt of this certificate by the City does not constitute agreement by the City that the insurance requirements in the contract have been fully met, or that the insurance policies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Recipient of Notice

Certificate Holder/Additional Insured

City of Chicago
 Procurement Department
 121 N. LaSalle St., #403
 Chicago, IL 60602

Signature of Authorized Rep.

Agency/Company: Am Risk Services

Address: 200 East Randolph Street Chicago IL 60601

Telephone: 312.371.4000

For City use only

Name of City Department requesting certificate: (Using Dept.) _____

Address: _____ ZIP Code: _____ Attention: _____

Insurance Requirements

INSURANCE CERTIFICATE OF COVERAGE

Named Insured: _____
 Address: _____
 (Number and Street)

 (City) _____ (State) _____ (ZIP) _____

Specification #: _____
 RFP: _____
 Project #: _____
 Contract #: _____

Description of Operation/Location _____

The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the contract involving the named insured and the City of Chicago. The Certificate issuer agrees that in the event of cancellation, non-renewal or material change involving the indicated policies, the issuer will provide at least sixty (60) days prior written notice of such change to the City of Chicago at the address shown on this Certificate. This certificate is issued to the City of Chicago in consideration of the contract entered into with the named insured, and it is mutually understood that the City of Chicago relies on this certificate as a basis for continuing such agreement with the named insured.

| Type of Insurance | Insurer Name | Policy Number | Expiration Date | Limits of Liability All Limits in Thousands |
|--|--------------|---------------|-----------------|---|
| General Liability <input type="checkbox"/> Claims made <input type="checkbox"/> Occurrence <input type="checkbox"/> Premise-Operations <input type="checkbox"/> Explosion/Collapse Underground <input type="checkbox"/> Products/Completed-Operations <input type="checkbox"/> Blanket Contractual <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury <input type="checkbox"/> Pollution | | | | CSL Per Occurrence \$ _____ General Aggregate \$ _____ Products/Completed Operations Aggregate \$ _____ |
| Automobile Liability | | | | CSL Per Occurrence \$ _____ Each Occurrence \$ _____ |
| <input type="checkbox"/> Excess Liability <input type="checkbox"/> Umbrella Liability | | | | Statutory/Illinois Employers Liability \$ _____ |
| Worker's Compensation and Employer's Liability | | | | Amount of Contract |
| Builders Risk/Course of Construction | | | | \$ _____ |
| Professional Liability | | | | \$ _____ |
| Owner Contractors Protective | | | | \$ _____ |
| Other | | | | \$ _____ |

- a) Each Insurance policy required by this agreement, excepting policies for worker's compensation and professional liability, will read: "The City of Chicago is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago."
- b) The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of Interest (cross liability) applicable to the named insured and the City.
- c) Workers Compensation and Property Insurers shall waive all rights of subrogation against the City of Chicago.
- d) The receipt of this certificate by the City does not constitute agreement by the City that the insurance requirements in the contract have been fully met, or that the insurance policies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Recipient of Notice

Certificate Holder/Additional Insured

City of Chicago
 Procurement Department
 21 N. LaSalle St., #403
 Chicago, IL 60602

Signature of Authorized Rep. _____
 Agency/Company: _____
 Address: _____
 Telephone: _____

For City use only

Name of City Department requesting certificate: (Using Dept.) _____

Address: _____ ZIP Code: _____ Attention: _____

Insurance Requirements

EXHIBIT 6: CITY OF CHICAGO MULTI-PROJECT LABOR AGREEMENT

Multi-Party Labor Agreement (PLA). The City has entered into the PLA with the various trades regarding projects as described in the PLA, a copy of which is attached hereto, together with a list of signatory unions. Contractor acknowledges familiarity with the requirements of the PLA and its applicability to the rehabilitation, construction or renovation work on projects that it receives pursuant to the terms of this Agreement, if (i) the project is covered by the PLA as defined in paragraph 1 of the PLA, and (II) prevailing wages must be paid for such work pursuant to the terms of the Davis Bacon Act.

CITY OF CHICAGO

MULTI- PROJECT-LABOR AGREEMENT

This Model Multi-Project Labor Agreement ("Agreement") is entered into by and between City of Chicago, an Illinois municipal corporation, as Owner, on behalf of itself and each of its contractors, subcontractors of whatsoever tier performing construction work on any project to which this Agreement shall be applicable, and each of the undersigned labor organizations signatory hereto.

Whereas, Owner is responsible for construction, demolition, rehabilitation, maintenance, and/or renovation of real property located in Chicago, Illinois; Due to the size, scope, cost and duration of the multitude of Projects traditionally performed by the City of Chicago, the parties to this Agreement have determined that it is in their interest to have these Projects completed in the most timely, productive, economical and orderly manner possible, and without labor disruptions of any kind that might interfere with, or delay, any of these Projects;

Whereas, the parties have determined that it is desirable to eliminate the potential for friction and disruption of these Projects by using their best efforts and ensuring that all work is performed by the trade unions that are signatory hereto and which have traditionally performed and have trade and geographic jurisdiction over such work. Experience has proven the value of such cooperation, and that such mutual undertakings should be maintained, and if possible, strengthened, and that the ultimate beneficiaries remain the Owner of the project; and,

Whereas, the Owner acknowledges that it has a serious and ongoing concern regarding labor relations associated with the Projects and through its completion irrespective of the existence of a collective bargaining relationship with any of the signatory labor organizations.

NOW THEREFORE, in order to further these goals and objectives and to maintain the spirit of harmony, labor-management cooperation and stability, the parties agree as follows:

1. During the term of this Agreement, Owner its representatives and agents shall not contract or subcontract, nor permit any other person, firm, company, or entity to contract or subcontract, any construction, demolition, rehabilitation or renovation work for the Project work covered under this Agreement or within the trade jurisdiction of the signatory labor organization, to be performed at the Site of construction or off-site solely for installation at the Site (including all tenant improvements, if applicable), unless such work is performed only by a person, firm or company signatory, or willing to become signatory, to the applicable area-wide collective bargaining agreement(s) with the union(s) or the appropriate trade/craft union(s) or subordinate body or affiliate of the Chicago & Cook County Building & Construction Trades Council ("Council") or the Teamsters' Joint Council No. 25. Copies of all such current collective bargaining agreements constitute Appendix "A" of this Agreement, attached hereto and made an integral part hereof, and as may be modified from time to time during the term of this Agreement. Said provisions of this Agreement shall be included in all Requests for Bids and/or Proposals and shall be explicitly included in all contracts or subcontracts of whatsoever tier by all contractors and subcontractors; provided that the total Project value exceeds \$25,000.00. In no event shall contracts be "split" so as to avoid the applicability of this Agreement. In the event a dispute arises with respect to the applicability of this Multi-Project Labor Agreement to a particular project, the parties agree to submit said dispute to final and binding arbitration before a Permanent Umpire who shall be mutually agreed to by the parties.

2. With respect to a contractor or subcontractor who is the successful bidder, but is not signatory to the applicable collective bargaining agreement, the collective bargaining agreement(s) executed by said bidder shall be the relevant area-wide agreement(s) regulating or governing wages, hours and other terms and conditions of employment.
3. During the term of this Agreement, the Owner or any Project contractor and subcontractor shall engage in no lockout.
4. During the term of this Agreement, no labor organization signatory hereto, or any of its members, officers, stewards, agents, representatives, or employees shall instigate, authorize, support, sanction, maintain, or participate in any strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption of production, or in any picketing of any Site covered under this Agreement for any reason whatsoever, including but not limited to the expiration of any of the collective bargaining agreements referred to on Appendix A. In the event of an economic strike or other job action upon the termination of an existing collective bargaining agreement, in no event shall any adverse job action be directed against any covered Project. All provisions of the subsequently negotiated collective bargaining agreement shall be retroactive for all employees working at a Project Site, provided such a provision for retroactivity is contained in the newly negotiated collective bargaining agreement.
5. Each Union signatory hereto agrees that it will use its best efforts to prevent any of the acts forbidden in Paragraph 4, and that in the event any such act takes place or is engaged in by any employee or group of employees, each Union signatory hereto further agrees that it will use its best efforts (including its full disciplinary power under its Constitution and/or By-Laws) to cause an immediate cessation thereof.
6. Any contractor or subcontractor signatory or otherwise bound stipulated or required to abide by and to any provisions of this Agreement shall have the right to discharge or discipline any employee who violates the provisions of this Agreement. Such discharge or discipline by a contractor or subcontractor shall be subject to the Grievance/Arbitration procedure of the applicable collective bargaining agreement only as to the fact of such employee's violation of this Agreement. If such fact is established, the penalty imposed shall not be disturbed. Work at any Site covered under this Agreement shall continue without disruption or hindrance of any kind during any Grievance/ Arbitration procedure.
7. The parties expressly authorize a court of competent jurisdiction to order appropriate injunctive relief to restrain any violation of this Agreement, any form of self-help remedy is expressly forbidden. Nothing in the foregoing shall restrict any party to otherwise judicially enforce any provision of its collective bargaining agreement between any labor organization and a contractor with whom it has a collective bargaining relationship.
8. This Agreement shall become effective, and shall be included in all Requests for Proposals and/or Bids, all Purchase Orders, Contracts or other arrangements issued by the City of Chicago for work described in Paragraph 1 above immediately subsequent to the ratification of the Ordinance authorizing this Multi-Project Labor Agreement by the City Council.
9. This Agreement shall expire on December 31, 2016 and shall be automatically extended for an additional five (5) year term unless the parties issue a notice to terminate between sixty (60) and (30) days prior to the initial expiration date.

10. In the event a dispute shall arise between any contractor or subcontractor of the Project and any signatory labor organization and/or fringe benefit fund established under any of the appropriate collective bargaining agreements as to the obligation and/or payment of fringe benefit contributions provided under the collective bargaining agreement, upon proper notice to the contractor(s) or subcontractor(s) by the applicable labor organization or fringe benefit fund and to the contractor or subcontractor, an amount sufficient to satisfy the amount claimed shall be withheld from the contractor's or subcontractor's regularly scheduled periodic payment from the contractor or subcontractor, or their agents until such time as said claim is resolved.
11. In the event of a jurisdictional dispute by and between any labor organizations signatory hereto, such labor organizations shall take all steps necessary to promptly resolve the dispute. In the event of a dispute relating to trade or work jurisdiction, all parties, including the employers, contractors or subcontractors, agree that a final and binding resolution of the dispute shall be resolved as follows:
 - a.) Representatives of the affected trades shall meet on the job site within forty-eight (48) hours after receiving notice in an effort to resolve the dispute. (In the event there is a dispute between local unions affiliated with the same International Union, the decision of the General President, or his/her designee, as the internal jurisdictional authority of that International Union, shall constitute a final and binding decision and determination as to the jurisdiction of work.)
 - b.) If no settlement is achieved subsequent to the preceding Paragraph, the matter shall be referred to the Chicago & Cook County Building & Construction Trades Council, which shall meet with the affected trades within forty-eight (48) hours subsequent to receiving notice. An agreement reached at this Step shall be final and binding.
 - c.) If no settlement agreements is reached during the proceedings contemplated by Paragraph "a" or "b" above, the matter shall be immediately referred to the Joint Conference Board, established by the Standard Agreement between the Construction Employers' Association and the Chicago & Cook County Building & Construction Trades Council, which may be amended from time to time, for final and binding resolution of said dispute. Said Standard Agreement is attached hereto as Appendix "B" and specifically incorporated into this Agreement.
12. This Agreement shall be incorporated into and become part of the collective bargaining agreements between the Unions signatory hereto and contractors and subcontractors. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NT Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors with the exception of the content and subject matter of Articles V, VI and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement.
13. The parties agree that in the implementation and administration of this Agreement, it is vitally necessary to maintain effective and immediate communication so as to minimize the potential of labor relations disputes arising out of this Agreement. To that end, each party hereto agrees to designate, in writing, a representative to whom problems can be

- directed which may arise during the term of this Agreement. Within forty-eight (48) hours after notice of the existence of any problem, representatives of each party shall meet to discuss and, where possible, resolve such problems. The representative of the signatory unions shall be Thomas Villanova, or his designee, President of the Chicago & Cook County Building & Construction Trades Council. The representative of Owner shall be the Corporation Counsel or his/her designee.
14. If any provision, section, subsection or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable in whole or in part, and such determination shall become final, such provision or portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portions of this Agreement enforceable. This Agreement, as thus amended, shall be enforced so as to give effect to the intention of the parties insofar as that is possible. In addition, the parties hereby expressly empower a court of competent jurisdiction to modify any term or provision of this Agreement to the extent necessary to comply with existing law and to enforce this Agreement as modified.
15. Owner and General Contractor, on behalf of themselves and their contractors and subcontractors agree that the applicable substance abuse policy (i.e., drug, alcohol, etc.) applicable to the employees working on any covered Project shall be that as contained, or otherwise provided for, in the area-wide collective bargaining agreements attached at Appendix "A" to this Agreement. Nothing in the foregoing shall limit the Owners and/or General Contractor, its contractors or subcontractors from instituting its own substance abuse policy governing other employees performing work on a Project not otherwise covered under this Agreement. In the event there is no substance abuse policy in the applicable collective bargaining agreement, the policy adopted by the Owners and/or General Contractor may apply.
16. The parties recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The parties agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter referred to as the "Center") and the Center's Helmets to Hardhats" program to service as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties. The parties also agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this project and of apprenticeship and employment opportunities for these Projects. To the extent permitted by law, the parties will give appropriate credit to such veterans for bona fide, provable past experience, in the building and construction industry.
- The parties recognize the importance of facilitating the goals and objectives of the Apprenticeship & Training Initiative agreed to by the parties in separate collective bargaining agreements applicable to employees of the Owner. Additionally, parties agree to incorporate the duties and responsibilities associated with the Supplemental Addendum to the Multi-Project Labor Agreement between the signatory labor organizations and the Chicago Public Schools attached hereto in Appendix "C" and incorporated herein. Towards these ends, the undersigned labor organizations will assist and cooperate with the Owner, the Chicago Public Schools, City Colleges and contractors in monitoring and enforcing the foregoing commitments, including providing relevant information requested by the Owner for the purpose of such monitoring and enforcement, including

the information provided for in Paragraph 3(E) of the Supplemental Addendum with CPS. Upon execution of this Agreement, representatives of the Owner and the Chicago Building Trades Council will immediately meet for the purpose of establishing the specific mechanism by which this information will be gathered, processed and reported.

The parties hereto agree and acknowledge that the commitments set forth herein, including those in the attached Appendix "C" are interdependent. In the event the goals and commitments set forth in Appendix "C" are not realized, the City shall bring this to the attention of the Chicago Building Trades Council ("Council"), and the parties shall immediately meet for the purpose of identifying the cause(s) of said failure and implement necessary measures to remedy the failure. Should the Council's affiliate members refuse to implement measures reasonably necessary to realize these goals and commitments, the City may terminate this Agreement subsequent to January 13, 2013. If, as of June 1, 2012, the City believes that the Council's affiliate members have failed to implement measures reasonably necessary to realize these goals and commitments, the City may at that time deliver to the Council formal written notice of intent to terminate this Agreement on January 1, 2013. Upon deliverance of such notice, the parties shall immediately meet to craft and implement additional measures to remedy such failure. If the parties are unsuccessful in implementing satisfactory measures, the City may implement said notice of termination on January 1, 2013.

The parties acknowledge the Residency requirement for employees of contractors and subcontractors in the standard City of Chicago construction contract. The parties also agree to cooperatively work and monitor compliance with these requirements and to work cooperatively to facilitate and work in good faith to the achievement of said required Residency provision including union attendance at pre-bid conferences with prospective contractors and subcontractors as well as other reasonable undertakings to demonstrate progress in this regard.

17. The parties agree that contractors and subcontractors working under the provisions of this Agreement shall be required to strive to utilize the maximum number of apprentices on said Project as permitted under the applicable collective bargaining agreement as contained in Appendix "A".
18. This document, with each of the Attachments, constitutes the entire agreement of the parties and may not be modified or changed except by the subsequent written agreement of the parties.

19. All parties represent that they have the full legal authority to enter into this Agreement.

The undersigned, as the Owner and Labor Organizations on the Project, agree to all of the terms and conditions contained in this Agreement.

Dated this the 9th day of February, 2011 in Chicago, Cook County, Illinois.

On behalf of Owner:

Corporation Counsel

Duly Authorized Officer of the City of Chicago

On behalf of _____

(Insert Name of Labor Organization)

Its Duly Authorized Officer

EXHIBIT 7: PREVAILING WAGE RATES

Cook County Prevailing Wage for August 2012

(See explanation of column headings at bottom of wages)

| Trade Name | RG | TYP | C | Base | FRMAN | *M-F>8 | OSA | OSH | H/W | Pensn | Vac | Trng |
|----------------------|-------|-----|---|--------|--------|--------|-------|-------|-------|-------|-------|-------|
| ===== | == | === | = | ===== | ===== | ===== | ===== | ===== | ===== | ===== | ===== | ===== |
| ASBESTOS ABT-GEN | ALL | | | 36.200 | 36.700 | 1.5 | | | | | | |
| ASBESTOS ABT-MEC | BLD | | | 32.850 | 0.000 | 1.5 | 1.5 | 2.0 | 12.78 | 9.020 | 0.000 | 0.500 |
| BOILERMAKER | BLD | | | 43.450 | 47.360 | 2.0 | 1.5 | 2.0 | 10.82 | 10.66 | 0.000 | 0.720 |
| BRICK MASON | BLD | | | 40.680 | 44.750 | 1.5 | 2.0 | 2.0 | 6.970 | 14.66 | 0.000 | 0.350 |
| CARPENTER | ALL | | | 41.520 | 43.520 | 1.5 | 1.5 | 2.0 | 9.550 | 12.00 | 0.000 | 0.970 |
| CEMENT MASON | ALL | | | 42.350 | 44.350 | 2.0 | 1.5 | 2.0 | 13.19 | 11.75 | 0.000 | 0.530 |
| CERAMIC TILE FNSHER | BLD | | | 34.440 | 0.000 | 2.0 | 1.5 | 2.0 | 11.21 | 11.40 | 0.000 | 0.320 |
| COMM. ELECT. | BLD | | | 37.500 | 40.150 | 1.5 | 1.5 | 2.0 | 9.700 | 6.930 | 0.000 | 0.610 |
| ELECTRIC PWR EQMT OP | ALL | | | 43.350 | 48.350 | 1.5 | 1.5 | 2.0 | 8.420 | 9.980 | 1.100 | 0.700 |
| ELECTRIC PWR GRNDMAN | ALL | | | 33.810 | 48.350 | 1.5 | 1.5 | 2.0 | 10.38 | 13.50 | 0.000 | 0.430 |
| ELECTRIC PWR LINEMAN | ALL | | | 43.350 | 48.350 | 1.5 | 1.5 | 2.0 | 8.090 | 10.53 | 0.000 | 0.330 |
| ELECTRICIAN | ALL | | | 42.000 | 44.800 | 1.5 | 1.5 | 2.0 | 10.38 | 13.50 | 0.000 | 0.430 |
| ELEVATOR CONSTRUCTOR | BLD | | | 48.560 | 54.630 | 2.0 | 1.5 | 2.0 | 12.83 | 13.07 | 0.000 | 0.750 |
| FENCE ERECTOR | ALL | | | 33.740 | 35.740 | 1.5 | 2.0 | 2.0 | 11.03 | 11.96 | 2.910 | 0.000 |
| GLAZIER | BLD | | | 38.500 | 40.000 | 1.5 | 1.5 | 2.0 | 12.61 | 10.18 | 0.000 | 0.250 |
| HT/FROST INSULATOR | BLD | | | 43.800 | 46.300 | 1.5 | 2.0 | 2.0 | 11.49 | 14.64 | 0.000 | 0.840 |
| IRON WORKER | ALL | | | 40.750 | 42.750 | 2.0 | 1.5 | 2.0 | 10.82 | 11.86 | 0.000 | 0.720 |
| LABORER | ALL | | | 36.200 | 36.950 | 1.5 | 2.0 | 2.0 | 13.20 | 19.09 | 0.000 | 0.350 |
| LATHER | ALL | | | 41.520 | 43.520 | 1.5 | 1.5 | 2.0 | 12.78 | 9.020 | 0.000 | 0.500 |
| MACHINIST | BLD | | | 43.160 | 45.160 | 1.5 | 1.5 | 2.0 | 13.19 | 11.75 | 0.000 | 0.530 |
| MARBLE FINISHERS | ALL | | | 29.700 | 0.000 | 1.5 | 1.5 | 2.0 | 7.980 | 8.950 | 0.000 | 0.000 |
| MARBLE MASON | BLD | | | 39.880 | 43.870 | 1.5 | 1.5 | 2.0 | 9.550 | 11.75 | 0.000 | 0.620 |
| MATERIAL TESTER I | ALL | | | 26.200 | 0.000 | 1.5 | 1.5 | 2.0 | 9.550 | 11.75 | 0.000 | 0.730 |
| MATERIALS TESTER II | ALL | | | 31.200 | 0.000 | 1.5 | 1.5 | 2.0 | 12.78 | 9.020 | 0.000 | 0.500 |
| MILLWRIGHT | ALL | | | 41.520 | 43.520 | 1.5 | 1.5 | 2.0 | 12.78 | 9.020 | 0.000 | 0.500 |
| OPERATING ENGINEER | BLD 1 | | | 45.100 | 49.100 | 2.0 | 1.5 | 2.0 | 13.19 | 11.75 | 0.000 | 0.530 |
| OPERATING ENGINEER | BLD 2 | | | 43.800 | 49.100 | 2.0 | 2.0 | 2.0 | 15.70 | 10.55 | 1.900 | 1.250 |
| OPERATING ENGINEER | BLD 3 | | | 41.250 | 49.100 | 2.0 | 2.0 | 2.0 | 15.70 | 10.55 | 1.900 | 1.250 |
| OPERATING ENGINEER | BLD 4 | | | 39.500 | 49.100 | 2.0 | 2.0 | 2.0 | 15.70 | 10.55 | 1.900 | 1.250 |
| OPERATING ENGINEER | BLD 5 | | | 48.850 | 49.100 | 2.0 | 2.0 | 2.0 | 15.70 | 10.55 | 1.900 | 1.250 |
| OPERATING ENGINEER | BLD 6 | | | 46.100 | 49.100 | 2.0 | 2.0 | 2.0 | 15.70 | 10.55 | 1.900 | 1.250 |
| OPERATING ENGINEER | BLD 7 | | | 48.100 | 49.100 | 2.0 | 2.0 | 2.0 | 15.70 | 10.55 | 1.900 | 1.250 |
| OPERATING ENGINEER | FLT 1 | | | 51.300 | 51.300 | 1.5 | 2.0 | 2.0 | 15.70 | 10.55 | 1.900 | 1.250 |
| OPERATING ENGINEER | FLT 2 | | | 49.800 | 51.300 | 1.5 | 1.5 | 2.0 | 11.70 | 8.050 | 1.900 | 1.150 |
| OPERATING ENGINEER | FLT 3 | | | 44.350 | 51.300 | 1.5 | 1.5 | 2.0 | 11.70 | 8.050 | 1.900 | 1.150 |
| OPERATING ENGINEER | FLT 4 | | | 36.850 | 51.300 | 1.5 | 1.5 | 2.0 | 11.70 | 8.050 | 1.900 | 1.150 |
| OPERATING ENGINEER | HWY 1 | | | 43.300 | 47.300 | 1.5 | 1.5 | 2.0 | 11.70 | 8.050 | 1.900 | 1.150 |
| OPERATING ENGINEER | HWY 2 | | | 42.750 | 47.300 | 1.5 | 1.5 | 2.0 | 15.70 | 10.55 | 1.900 | 1.250 |
| OPERATING ENGINEER | HWY 3 | | | 40.700 | 47.300 | 1.5 | 1.5 | 2.0 | 15.70 | 10.55 | 1.900 | 1.250 |
| OPERATING ENGINEER | HWY 4 | | | 39.300 | 47.300 | 1.5 | 1.5 | 2.0 | 15.70 | 10.55 | 1.900 | 1.250 |
| OPERATING ENGINEER | HWY 5 | | | 38.100 | 47.300 | 1.5 | 1.5 | 2.0 | 15.70 | 10.55 | 1.900 | 1.250 |
| OPERATING ENGINEER | HWY 6 | | | 46.300 | 47.300 | 1.5 | 1.5 | 2.0 | 15.70 | 10.55 | 1.900 | 1.250 |
| OPERATING ENGINEER | HWY 7 | | | 44.300 | 47.300 | 1.5 | 1.5 | 2.0 | 15.70 | 10.55 | 1.900 | 1.250 |
| ORNAMNTL IRON WORKER | ALL | | | 40.800 | 43.300 | 2.0 | 1.5 | 2.0 | 15.70 | 10.55 | 1.900 | 1.250 |
| PAINTER | ALL | | | 38.000 | 42.750 | 1.5 | 2.0 | 2.0 | 12.86 | 15.61 | 0.000 | 0.500 |
| PAINTER SIGNS | BLD | | | 33.920 | 38.090 | 1.5 | 1.5 | 1.5 | 9.750 | 11.10 | 0.000 | 0.770 |
| PILEDRIIVER | ALL | | | 41.520 | 43.520 | 1.5 | 1.5 | 1.5 | 2.600 | 2.710 | 0.000 | 0.000 |
| PIPEFITTER | BLD | | | 44.050 | 47.050 | 1.5 | 1.5 | 2.0 | 13.19 | 11.75 | 0.000 | 0.530 |
| PLASTERER | BLD | | | 39.250 | 41.610 | 1.5 | 1.5 | 2.0 | 8.460 | 13.85 | 0.000 | 1.820 |
| PLUMBER | BLD | | | 44.750 | 46.750 | 1.5 | 1.5 | 2.0 | 10.60 | 10.69 | 0.000 | 0.550 |
| ROOFER | BLD | | | 38.350 | 41.350 | 1.5 | 1.5 | 2.0 | 11.59 | 9.060 | 0.000 | 0.780 |
| SHEETMETAL WORKER | BLD | | | 40.810 | 44.070 | 1.5 | 1.5 | 2.0 | 8.080 | 8.220 | 0.000 | 0.430 |
| | | | | | | | 1.5 | 2.0 | 10.13 | 17.79 | 0.000 | 0.630 |

| | | | | | | | | | | |
|---------------------|---------|--------|--------|-----|-----|-----|-------|-------|-------|-------|
| SIGN HANGER | BLD | 29.460 | 29.960 | 1.5 | 1.5 | 2.0 | 4.800 | 2.980 | 0.000 | 0.000 |
| SPRINKLER FITTER | BLD | 49.200 | 51.200 | 1.5 | 1.5 | 2.0 | 10.25 | 8.200 | 0.000 | 0.450 |
| STEEL ERECTOR | ALL | 40.750 | 42.750 | 2.0 | 2.0 | 2.0 | 13.20 | 19.09 | 0.000 | 0.350 |
| STONE MASON | BLD | 40.680 | 44.750 | 1.5 | 1.5 | 2.0 | 9.550 | 12.00 | 0.000 | 0.970 |
| TERRAZZO FINISHER | BLD | 35.510 | 0.000 | 1.5 | 1.5 | 2.0 | 9.700 | 9.320 | 0.000 | 0.400 |
| TERRAZZO MASON | BLD | 39.370 | 42.370 | 1.5 | 1.5 | 2.0 | 9.700 | 10.66 | 0.000 | 0.550 |
| TILE MASON | BLD | 41.430 | 45.430 | 2.0 | 1.5 | 2.0 | 9.700 | 8.640 | 0.000 | 0.710 |
| TRAFFIC SAFETY WRKR | HWY | 28.250 | 29.850 | 1.5 | 1.5 | 2.0 | 4.896 | 4.175 | 0.000 | 0.000 |
| TRUCK DRIVER | E ALL 1 | 33.850 | 34.500 | 1.5 | 1.5 | 2.0 | 8.150 | 8.500 | 0.000 | 0.150 |
| TRUCK DRIVER | E ALL 2 | 34.100 | 34.500 | 1.5 | 1.5 | 2.0 | 8.150 | 8.500 | 0.000 | 0.150 |
| TRUCK DRIVER | E ALL 3 | 34.300 | 34.500 | 1.5 | 1.5 | 2.0 | 8.150 | 8.500 | 0.000 | 0.150 |
| TRUCK DRIVER | E ALL 4 | 34.500 | 34.500 | 1.5 | 1.5 | 2.0 | 8.150 | 8.500 | 0.000 | 0.150 |
| TRUCK DRIVER | W ALL 1 | 32.550 | 33.100 | 1.5 | 1.5 | 2.0 | 6.500 | 4.350 | 0.000 | 0.000 |
| TRUCK DRIVER | W ALL 2 | 32.700 | 33.100 | 1.5 | 1.5 | 2.0 | 6.500 | 4.350 | 0.000 | 0.000 |
| TRUCK DRIVER | W ALL 3 | 32.900 | 33.100 | 1.5 | 1.5 | 2.0 | 6.500 | 4.350 | 0.000 | 0.000 |
| TRUCK DRIVER | W ALL 4 | 33.100 | 33.100 | 1.5 | 1.5 | 2.0 | 6.500 | 4.350 | 0.000 | 0.000 |
| TUCKPOINTER | BLD | 40.950 | 41.950 | 1.5 | 1.5 | 2.0 | 8.180 | 10.82 | 0.000 | 0.940 |

Legend:

RG (Region)
 TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)
 C (Class)
 Base (Base Wage Rate)
 FRMAN (Foreman Rate)
 M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.
 OSA (Overtime (OT) is required for every hour worked on Saturday)
 OSH (Overtime is required for every hour worked on Sunday and Holidays)
 H/W (Health & Welfare Insurance)
 Pensn (Pension)
 Vac (Vacation)
 Trng (Training)

Explanations

COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of

material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft.; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic

Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including $\frac{3}{4}$ cu yd.) .

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including $\frac{3}{4}$ cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Off-Road Hauling Units (including articulating)/2 ton capacity or more; Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled;

Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro- Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Diver/Wet Tender; and Engineer (hydraulic dredge).

Class 2. Crane/Backhoe Operator; 70 Ton or over Tug Operator; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender; Friction and Lattice Boom Cranes.

Class 3. Deck Equipment Operator, Machineryman; Maintenance of Crane (over 50 ton capacity); Tug/Launch Operator; Loader/Dozer and like equipment on Barge; and Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks (2 ton capacity or more); Deck Hand, Tug Engineer, Crane Maintenance 50 Ton Capacity and Under or Backhoe Weighing 115,000 pounds or less; and Assistant Tug Operator.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane

markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Breakers; Greasers; Oil Distributors 2-man operation; Pavement Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by

landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.